

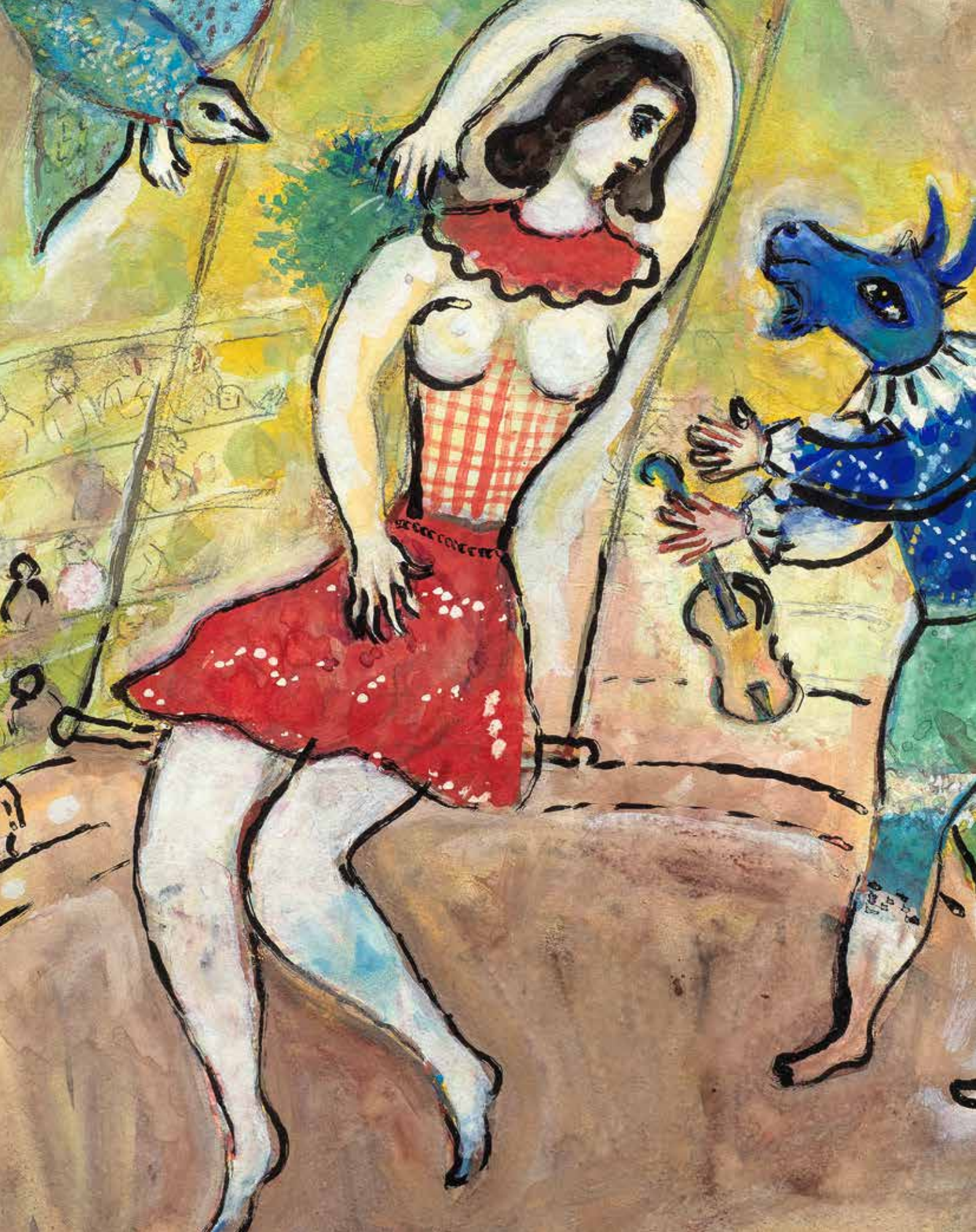
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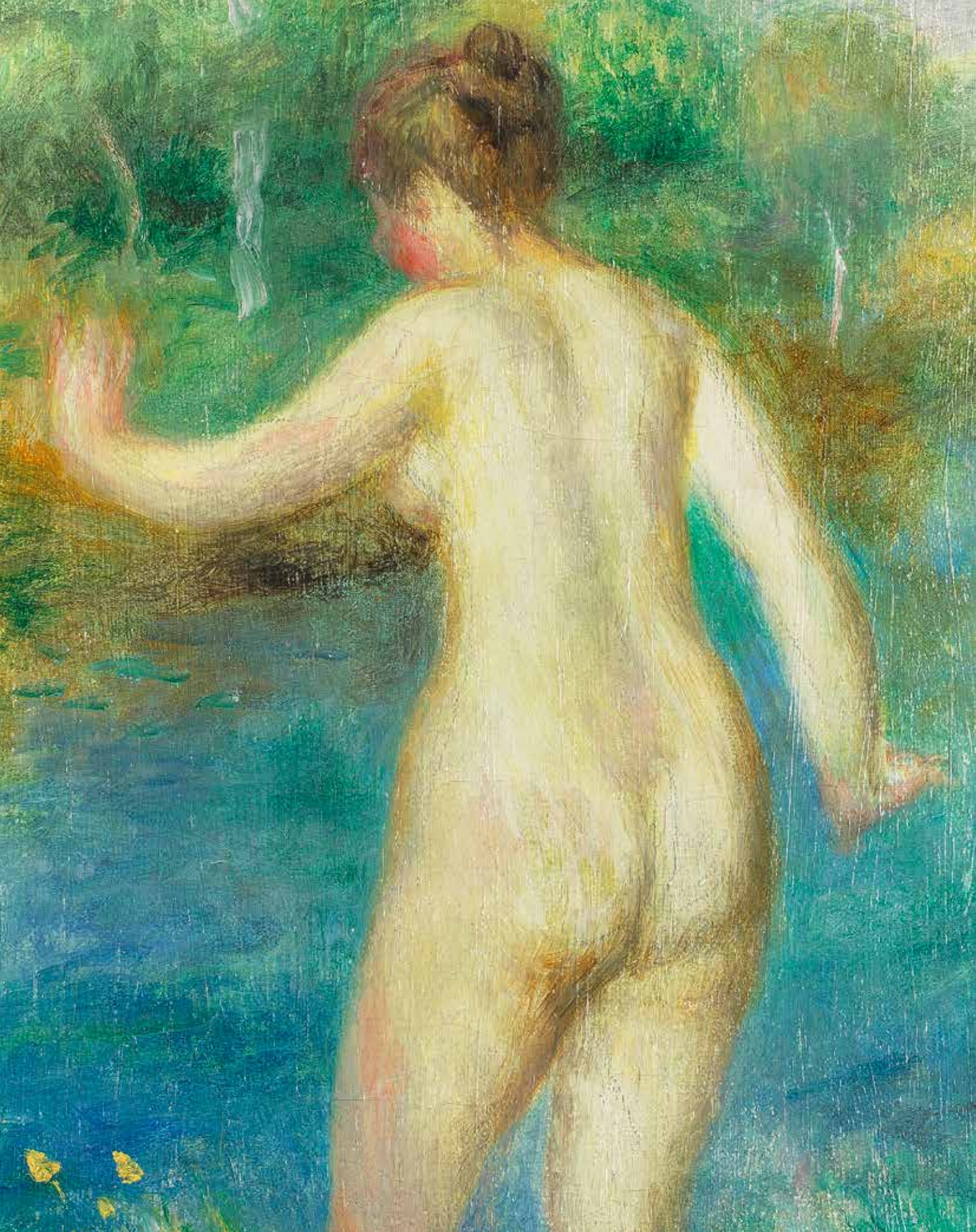
20²¹
CENTURY

Part II: Impressionist & Modern Art

New Bond Street, London | 11 October 2024







20th/21st Century Art

Part II: Impressionist & Modern Art

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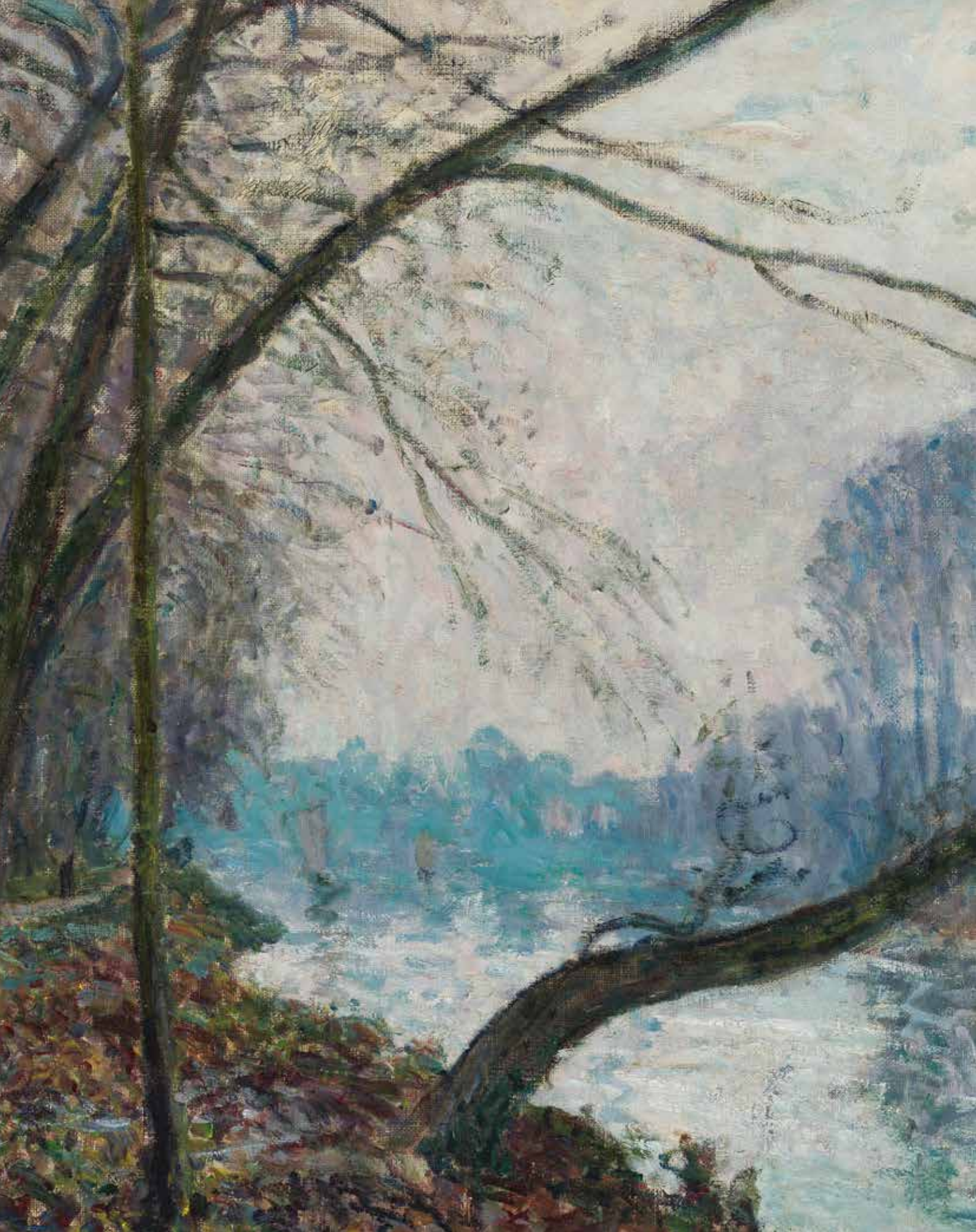
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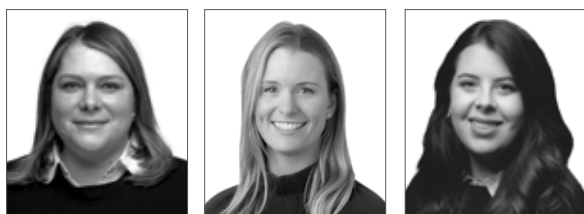


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PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION

101 *

FRANTIŠEK KUPKA (1871-1957)

Composition

signed 'Kupka' (lower right); stamped with the artist's studio stamp (on the reverse)

pastel on paper

21.7 x 30cm (8 9/16 x 11 13/16in).

Executed circa 1920-1922

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

The authenticity of this work has been confirmed by Pierre Brullé.

Provenance

Eugénie Kupka Collection, France (the artist's wife).

Pierre Bourut Collection, France (acquired from the above).

Private collection, Switzerland (acquired in 2016).



PROPERTY FROM THE MORGAN COLLECTION, AUSTRALIA

102 * AR

JEAN PUGNY (1894-1956)

Suprématisme

signed in Cyrillic and dated '1916' (lower right)

brush, pen and India ink and pencil on paper

45.4 x 29.6cm (17 7/8 x 11 5/8in).

Executed in 1916

£4,000 - 6,000

€4,800 - 7,200

US\$5,300 - 8,000

Provenance

Kseniya Boguslavskaya Collection, Moscow and Paris (the artist's wife).

Galerie Jean Chauvelin, Paris.

Ruth & Marvin Sackner Collection, Florida (acquired from the above in 1980).

The Sackner Archive of Concrete and Visual Poetry, Florida; their sale, Christie's, London, 24 June 2004, lot 373.

Morgan Collection, Australia (acquired at the above sale).

Exhibited

Miami, *The Lowe Art Museum, The Russian Avant-Garde from the Collection of Ruth & Marvin Sackner, American Abstract Artists from the Collection of Patricia & Phillip Frost*, 10 March - 24 April 1983, no. 24.

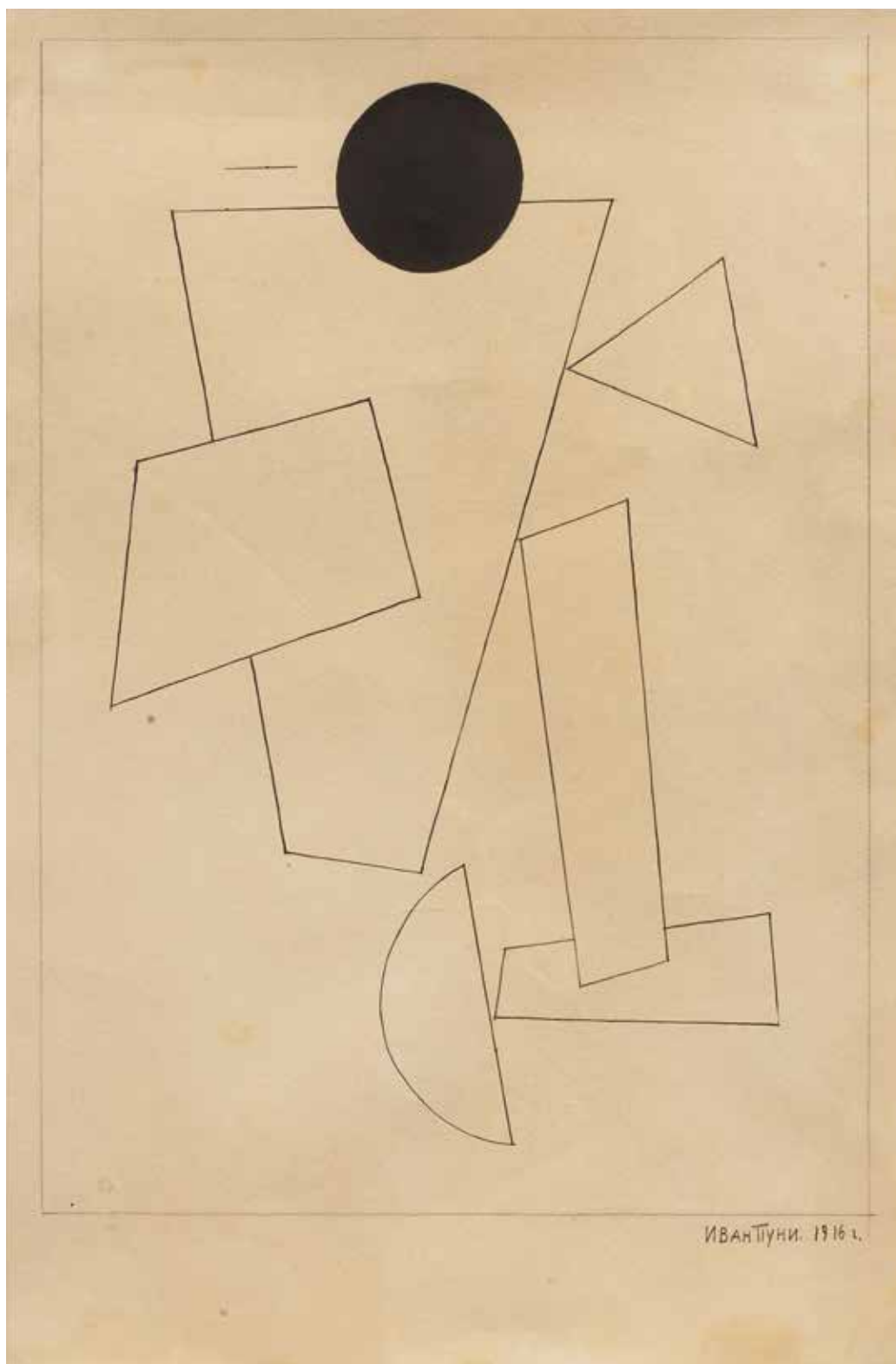
New York, Stux Modern, *Culture of Materials: The Russian Avant-Garde and Counter-Cubism*, 8 May - 19 June 1991, no. 1.

The present lot and following two works by Auguste Herbin hail from the prestigious Morgan Collection in Perth, Australia. Amassed for over 25 years it encompasses an eclectic range of both international and Australasian art.

Beginning with an immediate focus on Australian modernism, with artists such as Fred Williams, the collection eventually widened and grew to include a significant collection of international art. Starting with Grosvenor School prints, works on paper by Jean Pougny, Auguste Herbin and Felix del Marle soon joined the walls, as then did prints by masters of 20th century art such as Giorgio Morandi, Henri Matisse, Pablo Picasso, Robert Motherwell, Brice Marden, Lucian Freud and Richard Hamilton. A more contemporary foray eventually led to the acquisition of works by the celebrated South African artist William Kentridge through Annandale Galleries in Sydney (see lot 19 in the Post-War & Contemporary Art sale).

Having expanded the collection on an international level, the focus shifted towards its origins, with a renewed interest in contemporary Indigenous, non-Indigenous Australian, and New Zealand art, culminating in the final and arguably most defining collecting area: Indigenous three-dimensional works.

Working to several unspoken rules when assessing potential artists and acquisitions that focussed on quality, distinctiveness, significance, and most importantly what it added to the collection from an artistic conversation perspective, the collection grew to be an outstanding and varied group that sparked conversation and interest by all who were lucky enough to view it.





PROPERTY FROM THE MORGAN COLLECTION, AUSTRALIA

103 * AR

AUGUSTE HERBIN (1882-1960)

Pape

signed and dated 'Herbin 1948' (lower right) and inscribed "'Pape'" (lower left)

gouache on card

35.9 x 27.8cm (14 1/8 x 10 15/16in).

Executed in 1948

£6,000 - 8,000

€7,200 - 9,500

US\$8,000 - 11,000

Provenance

Galerie Suzanne Bollag, Zurich.

Jean-Yves Mock Collection; his sale, Sotheby's, Olympia, 7 February 2005, lot 38.

Morgan Collection, Australia (acquired at the above sale).

Exhibited

Centre Pompidou, Paris.



PROPERTY FROM THE MORGAN COLLECTION, AUSTRALIA

104 * AR

AUGUSTE HERBIN (1882-1960)

Terre, eau

signed and dated 'Herbin 1944' (lower right) and inscribed "'Terre, eau'" (lower left)

gouache on paper

36.1 x 27.1cm (14 3/16 x 10 11/16in).

Executed in 1944

£6,000 - 8,000

€7,200 - 9,500

US\$8,000 - 11,000

Provenance

Galerie Suzanne Bollag, Zurich.

Jean-Yves Mock Collection; his sale, Sotheby's, Olympia, 7 February 2005, lot 41.

Morgan Collection, Australia (acquired at the above sale).

Exhibited

Centre Pompidou, Paris.



PROPERTY OF A PRIVATE COLLECTOR, LONDON

105 AR

PABLO PICASSO (1881-1973)

Tête de faune

dated '14.3.61.' (upper right); dated '14.3.61.' (on the reverse)

hand-painted terracotta tile

15 x 15cm (5 7/8 x 5 7/8in).

Executed on 14 March 1961; this work is unique

£18,000 - 25,000

€21,000 - 30,000

US\$24,000 - 33,000

The authenticity of this work was confirmed by the late Claude Picasso.

Provenance

Nicholas Gallery, Belfast.

Private collection, UK (acquired from the above circa 2015).

Exhibited

Belfast, Nicholas Gallery, *Exhibition of Pablo Picasso Ceramics*, 14 February – 7 March 2015.



PROPERTY OF A PRIVATE COLLECTOR, LONDON

106 AR

PABLO PICASSO (1881-1973)

Colombe

signed 'Picasso' (upper right)

pencil on paper

13.4 x 13.1cm (5 1/4 x 5 3/16in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

The authenticity of this work was confirmed by the late Claude Picasso.

Provenance

Anon. sale, Rouillac, Cheverny, 6 June 2004, lot 57.

Anon. sale, Jakobovicz & Associés, Melun, 16 June 2012, lot 188.

Nicholas Gallery, Belfast.

Private collection, UK (acquired from the above circa 2015).

PROPERTY FROM A PRIVATE COLLECTION

107

AUGUSTE RODIN (1840-1917)

Masque de Séverine

signed and numbered 'A. Rodin no 12' (on the reverse, left), inscribed and dated '© by Musée Rodin 1979' (on the reverse, right) and inscribed with the foundry mark 'E. Godard Fondn' (on the socle)
bronze with dark brown patina

16.4 x 12.5cm (6 7/16 x 4 15/16in).

Conceived in 1893, this bronze version cast by the Emile Godard Foundry for the Musée Rodin in May 1979 in an edition of 12 numbered proofs.

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

This work will be included in the forthcoming *Auguste Rodin Catalogue critique de l'oeuvre sculpté*, currently being prepared by the Comité Auguste Rodin at Galerie Brame & Lorenceau under the direction of Jérôme Le Blay.

Provenance

Musée Rodin, Paris.
Bruton Gallery, Somerset (acquired from the above in March 1982).
Cork Street Fine Arts, London (acquired from the above).
Private collection, UK (acquired from the above on 14 December 1982).
Private collection, UK (by descent from the above).

Exhibited

Bruton Gallery, Brussels, *Rodin bronzes*, September – October 1982, no. 29 (later travelled to Somerset).

Literature

A.T. Spear, *Rodin Sculpture in the Cleveland Museum of Art*, Cleveland, 1967, no. V, p. 32 (another cast illustrated pl. 47).
J.L. Tancock, *The Sculpture of Auguste Rodin, The Collection of the Rodin Museum, Philadelphia*, Philadelphia, 1976, no. 91 (another cast illustrated p. 527).
Exh. cat., *Rodin et les écrivains de son temps, Sculptures, dessins, lettres et livres du fonds Rodin*, Musée Rodin, Paris, 1976, no. 210 (another cast illustrated p. 127).
J. de Caso & P.B. Sanders, *Rodin's Sculpture, A Critical Study of the Spreckels Collection, California Palace of the Legion of Honor*, San Francisco, 1977, no. 61 (another cast illustrated p. 292).
Exh. cat., *Exposition Rodin au Japon*, Takaoka Municipal Art Museum, Takaoka, 1979, no. 56 (another cast illustrated).
Exh. cat., *Rodin à Québec*, Musée du Québec, Québec, 1998, no. 75, p. 279 (another cast illustrated p. 129).
A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. II, Paris, 2007, no. S.108 (another version illustrated p. 649).



ALBERT DUBOIS-PILLET (1846-1890)

Reines-marguerites dans un pot sur le rebord d'une fenêtre
signed 'Dubois-Pillet' (lower left) and dated 'Août 1885' (lower right)
oil on canvas

81.5 x 64.8cm (32 1/16 x 25 1/2in).

Painted in August 1885

£20,000 - 30,000

€24,000 - 36,000

US\$27,000 - 40,000

Provenance

Augustin Durastel de Rocheblave Collection, Puy-en-Velay (acquired directly from the artist).

Private collection (by descent from the above); their sale, Sotheby's, London, 1 July 1970, lot 29.

Giusto Tolloy Collection, Rome (acquired at the above sale).

Private collection, UK (by descent from the above).

Exhibited

Paris, Salon des Indépendants, *2e exposition de la Société des artistes indépendants*, 21 August – 21 September 1886, no. 160 (titled 'Des fleurs sur une fenêtre').

Literature

L. Trézenik, & G. Rall (eds.), *Lutèce, journal littéraire, politique, hebdomadaire*, 20 August 1886.

J. Le Fustec, 'Exposition de la Société des Artistes indépendants', in *Journal des artistes*, 29 August 1886, p. 290.

F. Fénéon, 'Les Impressionistes', in *La Vogue*, no. 8, 13-20 June 1886, p. 275.

R. Gounot, 'Le peintre Dubois-Pillet', in *Cahiers de la Haute-Loire, Revue d'études locales*, Le Puy, 1969, p. 123 (titled 'Des fleurs sur une fenêtre').

J.U. Halperin (ed.), *Félix Fénéon, Oeuvres plus que complètes*, Vol. I, *Chroniques d'art*, Geneva, 1970, p. 44.

L. Bazalgette, *Albert Dubois-Pillet, sa vie et son oeuvre (1846-1890)*, Paris, 1976, p. 162 (titled 'Des fleurs sur une fenêtre').

P. Smith, *Seurat and the Avant-Garde*, New Haven, 1997, p. 83 (illustrated p. 84; titled 'Bouquet de reine marguerites à la fenêtre').

J. Monneret (ed.), *Catalogue raisonné du Salon des Indépendants, 1884-2000, Les Indépendants dans l'histoire de l'art*, Paris, 2000, p. 172 (titled 'Des fleurs sur une fenêtre').

D. Lobstein, *Dictionnaire des Indépendants, 1884-1914*, Vol. I, *A-D*, Dijon, 2003, p. 572 (titled 'Des fleurs sur une fenêtre').

P. Offenstadt, *Albert Dubois-Pillet, Catalogue raisonné*, Paris, 2018, no. 85 (illustrated p. 104).

Albert Dubois-Pillet's *Reines-marguerites dans un pot sur le rebord d'une fenêtre*, painted in August of 1885, is a remarkable example of the artist's pivotal influence on Pointillism, a groundbreaking movement that was then burgeoning in Paris. Exhibited in 1886 at the second Salon des Indépendants, the painting garnered early critical attention, notably from the renowned art critic Félix Fénéon. In his seminal article, 'Les Impressionistes', published in *La Vogue* in June of 1886, Fénéon used this work to highlight how Dubois-Pillet, as well as other artists such as Georges Seurat (1859-1891) and Paul Signac (1863-1935), were revolutionising the established Impressionist style. Rather than working spontaneously or subjectively as the Impressionists did, Fénéon emphasised how these artists were pioneering a new scientific approach, dividing highly keyed colours into their constituent parts with tiny dabs of paint upon canvas, allowing them to blend optically in the viewer's eye. This technical, structured approach to achieving vibrancy and luminosity would come to be known as Neo-Impressionism, a movement for which Fénéon's article would later become revered as a foundational text.

The present work depicts vibrant pink and purple flowers arranged in a floral-patterned pot placed upon the windowsill of the artist's studio, framed by a typical Parisian rooftop in the background. Its tight composition and meticulous stippled treatment of the sky showcase Dubois-Pillet's precision and fascination with light and colour. Engaging with contemporary colour theories, notably those of Georges Seurat, he applied tiny dabs of colour to deconstruct light and achieve a unique form of radiance through optical blending.

As a friend and contemporary of Seurat, Dubois-Pillet was involved in the same avant-garde circles that challenged the traditional and academic norms of painting. While he aligned with the Neo-Impressionist movement due to his scientific approach to painting, his works conveyed a more restrained and poetic sensibility to those of his counterparts. As Seurat explored the bustling metropolitan life of Paris, Dubois-Pillet focused on still-lifes and quiet interiors, emphasising introspection and the domestic sphere with a delicate and evocative sensibility.

In addition to its significant early acclaim – demonstrating its presence at the heart of a transformative moment in modern art – the present work comes with an impeccable, unbroken provenance. Its first owner, Augustin Durastel de Rocheblave, acquired the work directly from the artist. Durastel de Rocheblave was a lawyer from Puy-en-Velay, the French commune that Dubois-Pillet was transferred to as an artillery captain in the French military, and which inspired many of his final paintings. Dubois-Pillet passed away in August 1890 due to an outbreak of smallpox in this region, after which his friend Paul Signac and the Société des Artistes Indépendants – of which Dubois-Pillet was a founding member – organised a memorial exhibition of his work. Extant paintings by the artist are exceedingly rare, due to a fire that destroyed the majority of his work, as well as his early death. The present work, therefore, remains an exceptional example of Dubois-Pillet's most pioneering work, and a testament to his contribution to the tectonic shifts in modern art that took place at the end of the nineteenth-century.



**PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION,
LONDON**

109

PIERRE-AUGUSTE RENOIR (1841-1919)

Baigneuse

signed 'Renoir' (lower right)

oil on canvas

27.7 x 23cm (10 7/8 x 9 1/16in).

Painted in 1916

£250,000 - 350,000

€300,000 - 420,000

US\$330,000 - 470,000

This work will be included in the forthcoming Pierre-Auguste Renoir Digital Catalogue Raisonné, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

Provenance

Galerie Durand-Ruel, Paris.

Paul Vallotton, Lausanne, no. 7754.

Galerie Tanner, Zurich.

Private collection, Switzerland (acquired from the above); their sale, Sotheby's, London, 27 June 1990, lot 103.

Anon. sale, Sotheby's, London, 4 December 1996, lot 119.

Private collection, Europe (acquired at the above sale); their sale,

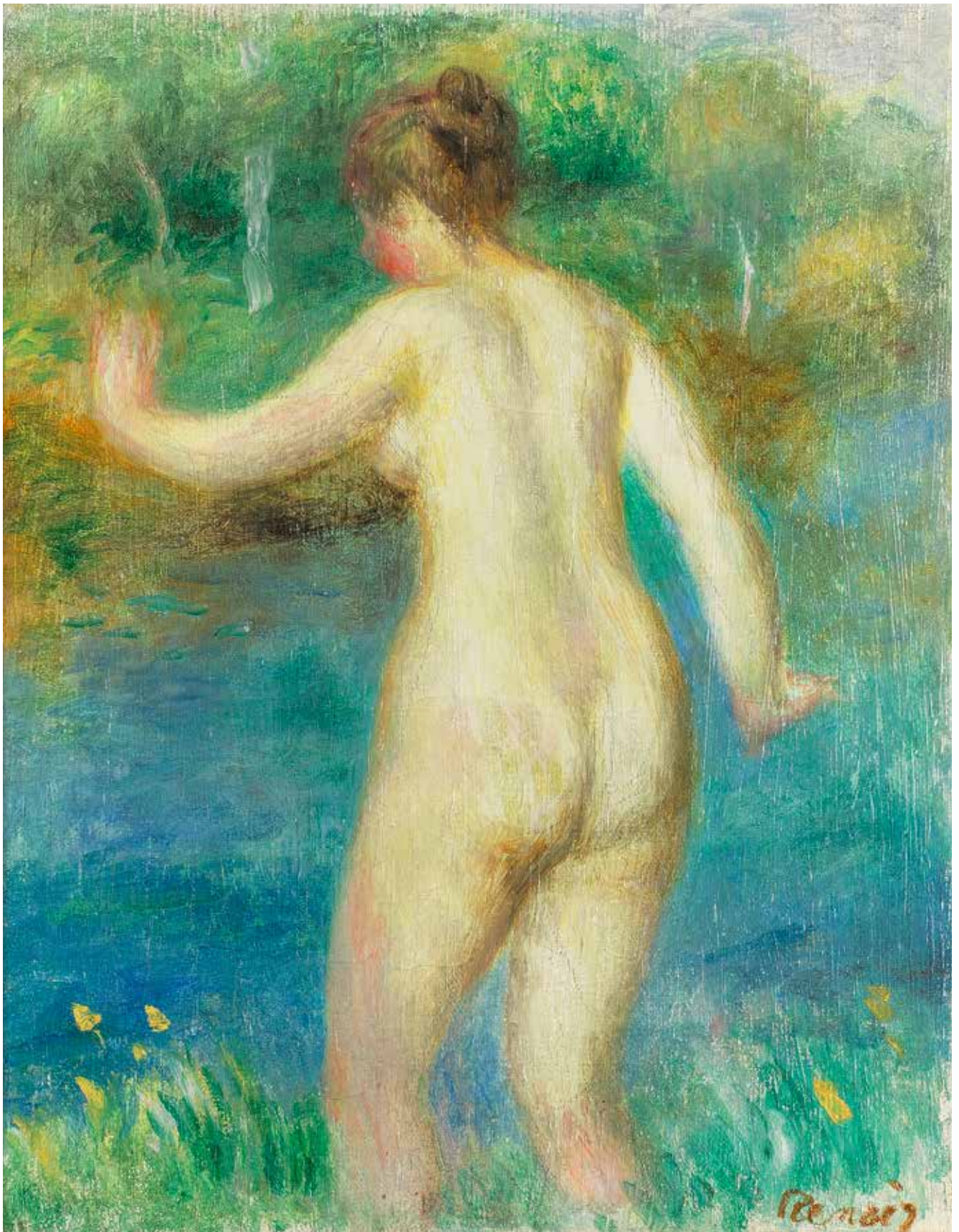
Christie's, London, 21 June 2006, lot 222.

Private collection, UK (acquired at the above sale).

Literature

A. Vollard, *Pierre-Auguste Renoir, Tableaux, Pastels et Dessins*, San Francisco, 1989, no. 1373 (illustrated p. 287).

G-P. & M. Dauberville, *Renoir, Catalogue raisonné des tableaux, pastels, dessins et aquarelles*, Vol. V, 1911-1919 & 1er Supplément, Paris, 2014, no. 4373 (illustrated p. 445).





Pierre-Auguste Renoir (1841-1919)

Baigneuse

**“for me a picture [...] should be something likeable,
joyous and pretty – yes, pretty. There are enough
ugly things in life for us not to add to them’**

– Pierre Auguste Renoir

Baigneuse was painted around 1916, at a time when Pierre-Auguste Renoir was deeply invested in exploring the theme of the female nude within a natural environment. The artist sought inspiration from the French and Italian Masters, such as Jean-Auguste-Dominique Ingres (1780-1867) and Raphael (1483-1520), whose paintings captivated him during his 1881 tour of Italy. Renoir's motivation stemmed not only from a desire to cement his legacy in art history alongside his heroes, but also to offer a more expressive alternative to the polished, idealised nudes of academic painters such as William-Adolphe Bouguereau (1825-1905). Renoir's devotion to the subject was remarked upon by Berthe Morisot (1841-1895), who wrote in her journal in 1886: '[Renoir] is a draftsman of the first rank [...] He tells me that the nude is absolutely indispensable as an art form' (G. Muehsam (ed.), *French Painters and Paintings from the Fourteenth Century to Post-Impressionism: A Library of Art Criticism*, New York, 1970, p. 513).



Titian (c. 1488-1576), *Venus Anadyomene*, c. 1520, National Galleries of Scotland, UK.

Baigneuse depicts a nude woman stepping into an inviting blue stream, her back turned toward the viewer, her arms raised delicately to balance her passage through the reeds. While her posture grants fluidity and movement to the composition, the soft transitions of light and shadow across her skin give it a lifelike texture. The rouge of her left cheek is echoed within the delicate pink accents that appear across her figure, sensuously evoking her youthful vitality and perhaps her reaction to the coolness of the water. These honest and tender details generate a wonderful fusion of spontaneity and intimacy – an evocative framework by which to celebrate the sensuality and grace of the female form.

Typical of his mature style, Renoir employs softer, more fluid brushstrokes and a warm, luminous colour palette. The play of light across the bather's skin conjures a golden radiance, while the more loosely worked water and vegetation, with their cooler tones, swathe her within an atmospheric veil. Nude women being enveloped by nature was a key artistic motif for Renoir, who was fascinated with the harmonious relationship between humanity and nature. He took his cue from his more classical forbears, such as Titian (c. 1488-1576) and Peter Paul Rubens (1577-1640), who frequently portrayed nudes within mythological or pastoral contexts. For Renoir, this trope was key to achieving his certain sense of *joie de vivre* – inviting the viewer into idyllic and pleasurable scenes that offer a retreat from the rapidly industrialising world outside.

'Hymns to light and colour, to youth and life', Renoir's female nudes stand among the most celebrated works of Impressionist art (G. Muehsam, *op. cit.*, p. 516). Indeed, the present work boasts an important early pedigree, with its first documented owner being Galerie Durand-Ruel, an institution that played a pivotal role in the promotion and success of Impressionist artists. Paul Durand-Ruel (1831-1922) was a visionary art dealer who recognised the potential of Renoir and his contemporaries at a time when their work was often met with scepticism from critics. His early support and international promotion of the Impressionists was critical in securing their enduring recognition. *Baigneuse* was subsequently owned by the esteemed Lausanne gallerist, Paul Vallotton (1864-1936). Like Durand-Ruel, his discerning taste and critical influence played a key role in the circulation and appreciation of Impressionist and Modern Art. More recently, the present work has remained in the same private UK collection for almost two decades. As a tender and luminous evocation of Renoir's devotion to nature and the female form, *Baigneuse* represents a remarkable example of the most pure and expressive work of his mature period.

**PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION,
LONDON**

110

AUGUSTE RODIN (1840-1917)

Baiser, 4ème réduction ou petit modèle

signed 'Rodin' (on the right side of the base); inscribed with the foundry mark 'F. Barbedienne, Fondateur' (on the left side of the base)

bronze with black-brown patina

25.2 x 15.8cm (9 15/16 x 6 1/4in).

Conceived in 1886 and in this reduced size in 1898, this bronze version cast by the Barbedienne foundry between February and October 1907.

£120,000 - 180,000

€140,000 - 210,000

US\$160,000 - 240,000

This work will be included in the forthcoming *Auguste Rodin Catalogue critique de l'oeuvre sculpté*, currently being prepared by the Comité Auguste Rodin at Galerie Brame & Lorenceau under the direction of Jérôme Le Blay.

Provenance

Private collection.

Private collection, France (by descent from the above); their sale, Christie's, London, 21 June 2006, lot 221.

Private collection, UK (acquired at the above sale).

Literature

R.M. Rilke, *Meister der Skulptur, Auguste Rodin von Rainer Maria Rilke, Constantin Meunier von Karl Scheffler*, Berlin, 1900 (marble version illustrated pl. 6).

G. Grappe, *Musée Rodin, Catalogue sommaire des Oeuvres d'Auguste Rodin*, Paris, 1919 (marble version illustrated pl. 77).

G. Grappe, *Catalogue du Musée Rodin*, Paris, 1927, nos. 91 & 92 (marble version illustrated p. 47).

G. Grappe, *Le Musée Rodin*, Paris, 1934 (marble version illustrated p. 43).

C. Goldscheider, *Rodin*, Paris, 1962 (marble version illustrated p. 49).

B. Champigneulle, *Rodin*, Paris, 1967, nos. 78 & 79 (marble version illustrated pp. 162 & 163).

R. Descharnes & J-F. Chabrun, *Auguste Rodin*, New York, 1967 (marble version illustrated p. 131).

I. Jianou & C. Goldscheider, *Rodin*, Paris, 1967 (marble version illustrated pls. 54 & 55).

C. Goldscheider, *Rodin Sculptures*, London, 1970, no. 49 (marble version illustrated).

J.L. Tancock, *The Sculpture of Auguste Rodin, The Collection of the Rodin Museum, Philadelphia*, Philadelphia, 1976 (marble version illustrated p. 77).

A.E. Elsen, *In Rodin's Studio, A Photographic Record of Sculpture in the Making*, New York, 1980, nos. 108 & 109 (marble version illustrated).

R.M. Rilke, *Rodin*, Salt Lake City, 1982 (another cast illustrated p. 39).

A.E. Elsen, *The Gates of Hell by Auguste Rodin*, Stanford, 1985 (another cast illustrated p. 79).

H. Pinet, *Rodin, sculpteur et les photographes de son temps*, Paris, 1985, no. 34 (marble version illustrated p. 46).

N. Barbier, *Marbres de Rodin: Collection du Musée*, Paris, 1987, no. 79 (marble version illustrated pp. 185 & 187).

A. Le Normand-Romain, *Le Baiser de Rodin*, Paris, 1995 (another cast illustrated pp. 20 & 21).

A. Le Normand-Romain, *Rodin*, Paris, 1997 (terracotta version illustrated p. 48).

J. Vilain, *Rodin at the Musée Rodin*, London, 1997 (marble version illustrated p. 39).

R. Butler & S.G. Lindsay, *European Sculpture of the Nineteenth Century, The Collections of the National Gallery of Art, Systematic Catalogue*, Washington, D.C., 2000 (plaster and marble versions illustrated p. 329).

A.E. Elsen, *Rodin's Art, The Rodin Collection of the Iris & B. Gerald Cantor Center for the Visual Arts at Stanford University*, New York, 2003, no. 49 (another cast illustrated pp. 214 & 215).

R. Masson & V. Mattiussi, *Rodin*, Paris, 2004 (marble version illustrated p. 41).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. I, Paris, 2007, no. S.776 (titled 'Le Baiser, réduction no. 2'; another cast illustrated p. 161; marble version illustrated p. 163).

A. Le Normand-Romain, *Rodin*, New York, 2014 (terracotta version illustrated p. 132; marble version illustrated pp. 133 & 135).





Auguste Rodin (1840-1917)

Baiser, 4ème réduction ou petit modèle

Auguste Rodin's seminal work, *Le Baiser*, encapsulates the dramatic tension and psychological intensity that culminate in his moniker as the Father of Modern Sculpture. One of the most iconic images of Western art, *Le Baiser* depicts two figures intertwined in a raw expression of desire. Inspired by Dante Alighieri's *La Divina Commedia* ('Divine Comedy', c. 1308-1321), the work depicts the tragic story of Francesca da Rimini. Unhappy in her political marriage to Giovanni Malatesta of Rimini, Francesca started an affair with Giovanni's famously handsome younger brother, Paolo. In Dante's poetic recounting of the tale, the pair suddenly realises their affection for one another while reading the tale of Lancelot and Guinevere, at the precise moment in which the chivalric Knight gives into temptation and kisses the married Queen. Giovanni discovers the pair just as they are enraptured in their first tryst. Unable to stand the pain of their betrayal, he brutally murders them and condemns them to the Gates of Hell.

Popular among the cultured elite of Rodin's time, this tale of courtly love inspired numerous poetic and artistic interpretations. In his own rendition, Rodin captures the exhilarating moment when Francesca throws her arms around Paolo's neck and pulls him into the kiss. This lustful personification of Francesca subverts Dante's version, in which Paolo was the instigator. Her sexual agency was considered revolutionary for its time. Paolo appears to be caught off guard, his right hand barely touching Francesca's thigh. The scene's delicate eroticism is accentuated by Rodin's energetic modelling, as the viewer is seduced by the figures' smooth, curling limbs, contrasted with the rough, weathered rock. These tactile juxtapositions embody the moment's narrative tensions – the spontaneous impulse of lust, the dubious perils of infidelity, the brutality of murder.

Le Baiser was originally conceived as part of Rodin's monumental project, *La Porte de l'Enfer* ('The Gates of Hell'), a set of six-metre-high doors commissioned for a planned Musée des Arts Décoratifs in Paris. While the Museum never eventuated, Rodin worked on the project sporadically for 37 years, utilising it as an enduring canvas (see, as further examples developed as part of this project, lots 121 and 141). The portal was divided into bas-relief vignettes from

Dante's eight circles of Hell – including the Circle of Lust, within which Francesca and Paolo were buffeted by an eternal tempest. Rodin ultimately chose to exclude the tender scene, feeling that it lacked the bombastic tragedy of the surrounding vignettes and would better sing in the round as a spiralling tour-de-force.

After the life-sized plaster version of the present work was debuted at the 1887 Brussels Salon with the name *Francoise da Rimini*, Rodin was persuaded by an attendee that a more universal title would be apt. By the time Rodin exhibited the marble version at the 1898 Paris Salon, it was known simply as 'The Kiss'. The sculpture's popularity led to the Barbedienne Foundry casting bronze editions in four different sizes.

In modelling the composition, Rodin utilised live models whom he posed in dynamic stances hitherto unexplored by his contemporaries. His focus was on directly observing the rhythm and flow of the human body, illuminating every profile, dip and curve. One of his touchstones in this regard was Michelangelo's *Slaves* series (c. 1513-1516), which Rodin studied as an apprentice in the Louvre. For Rodin, the twisting, anguished slaves emerging miraculously from within rough-hewn stone possessed unparalleled emotion and intensity. He sought to extract the drama and purity of these unfinished works, leading to his characteristically raw style. Like Michelangelo's *Slaves*, the figures of *Le Baiser* are quite literally conjoined with each other as well as their terrain. Seeking to reveal the process of his modelling, Rodin leaves a mere outline of Paolo's left hand upon the rocky base, allowing the bronze of their spiralling forms to meld in harmonious undulations.

Rodin's unparalleled innovations and enduring cultural significance are exemplified by Antoine Bourdelle's praise: 'There has never been, there will never be, a maître able to impose upon clay, upon bronze, upon marble the forms of tangible things with more profundity and intensity than Rodin' (quoted in A.E. Elsen (ed.), *Rodin Rediscovered*, Washington, 1981, p. 87). A timeless tale of romance, resplendent with gravitas and immortalised in bronze, *Le Baiser* stands as an emblem of Modern sculpture and of Rodin's incalculable contributions to the movement.

PROPERTY FROM A PRIVATE COLLECTION, CALIFORNIA

111 * AR

ANTO CARTE (1886-1954)

Maternité

signed and dated 'Anto-Carte 1924' (lower right)

tempera on linen

100.6 x 100cm (39 5/8 x 39 3/8in).

Painted in 1924

£70,000 - 100,000

€83,000 - 120,000

US\$93,000 - 130,000

The authenticity of this work has been confirmed by the Comité Anto Carte.

Provenance

Walter A. May Collection, Pittsburgh (acquired in February 1925).

Florence & Walter A. May, Jr. Collection, Pittsburgh (by descent from the above).

Private collection, US (by descent from the above).

Private collection, US (by descent from the above).

Exhibited

(Probably) Pittsburgh, Carnegie Museum of Art, *Exhibition of Paintings by Anto Carte*, 3 February - 19 March 1925, no. 7 (titled 'Madonna').

The present work stands as a remarkable representation of Anto Carte's unique blend of Symbolism and Realism, reflecting his deep engagement with universal human themes, particularly the relationship between mother and child. *Maternité* exemplifies Carte's ability to imbue his subjects with a sense of quiet strength and emotional depth, positioning them in a timeless, almost sacred space.

In *Maternité*, Carte portrays a mother holding her child, a subject he revisited often in his career. The mother's posture is calm and composed, her expression serene, yet the intensity of her connection to the child is palpable. The child rests peacefully in her arms, creating a composition that radiates warmth and protection. Carte's use of a muted, earthy colour palette reinforces the intimate subject matter. The browns, blues and soft greys infuse the painting with a grounded, natural feel, echoing the themes of motherhood and nurturing. The soft, diffused light adds to the work's serene atmosphere, gently illuminating the faces and hands of the figures, which are central to the emotional narrative.

One of the most striking aspects of *Maternité* is its subtle surface treatment, which can be compared to the delicately refined works of Léonard Tsuguharu Foujita (1886-1968) from the same period (see lot 112). Foujita was known for his finely detailed surfaces, often reminiscent of classical Japanese painting techniques, with smooth, almost porcelain-like textures. Similarly, Carte's surface treatment in *Maternité* is marked by a delicacy that lends the painting an ethereal or idealised quality. The careful attention to

the floral designs on the water jug to the lower left, and on the object to the upper right, further demonstrate the artist's unique fusion of exactitude and serenity which leads to such reverent and poignant evocations of the domestic space.

By the late 1910s, Carte was a true master of his craft and was considered the most illustrious representative of Expressionism in Wallonia, his native region of Belgium. His works caught the attention of critics and collectors and he participated in no less than forty exhibitions between 1920 and 1954, including a number in the US from as early as 1922.

Maternité comes to auction with impeccable provenance and for the very first time, having not been seen publicly for almost a century. It was likely to have been exhibited at the Carnegie Museum of Art in Pittsburgh in 1925, during a period in which the artist's international recognition was quickly growing, as he also participated in and won prizes from the Museum's annual international exhibitions in the 1920s. The work also captured the eye of Walter A. May, a prominent art collector, businessman and philanthropist from Pittsburgh who was a benefactor to the Carnegie Museum of Art. May acquired this work shortly after its execution and exchanged heartfelt written letters with Carte during this period. The work has remained within his family collection ever since. Today, *Maternité* presents an exceedingly rare opportunity, constituting an expansive and striking example of Carte's aesthetic, which remains as captivating now as it did at the high point of the artist's activities.



**PROPERTY FROM A DISTINGUISHED PRIVATE UK
COLLECTION**

112 ^{AR}

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Nu assis

signed and dated 'Foujita 1929' and further signed in Japanese (lower right); signed, inscribed and dated 'Paris 1929 Foujita' and further signed and inscribed in Japanese (on the stretcher)
oil on canvas

81.3 x 53.8cm (32 x 21 3/16in).

Painted in Paris in 1929

£500,000 - 700,000

€600,000 - 830,000

US\$670,000 - 930,000

The authenticity of this work has been confirmed by Sylvie and Casimir Buisson, ACRB (Art Cataloguing Research Buisson), Paris. This work will be included in the forthcoming Vol. V of the Léonard Tsuguharu Foujita catalogue raisonné, currently being prepared.

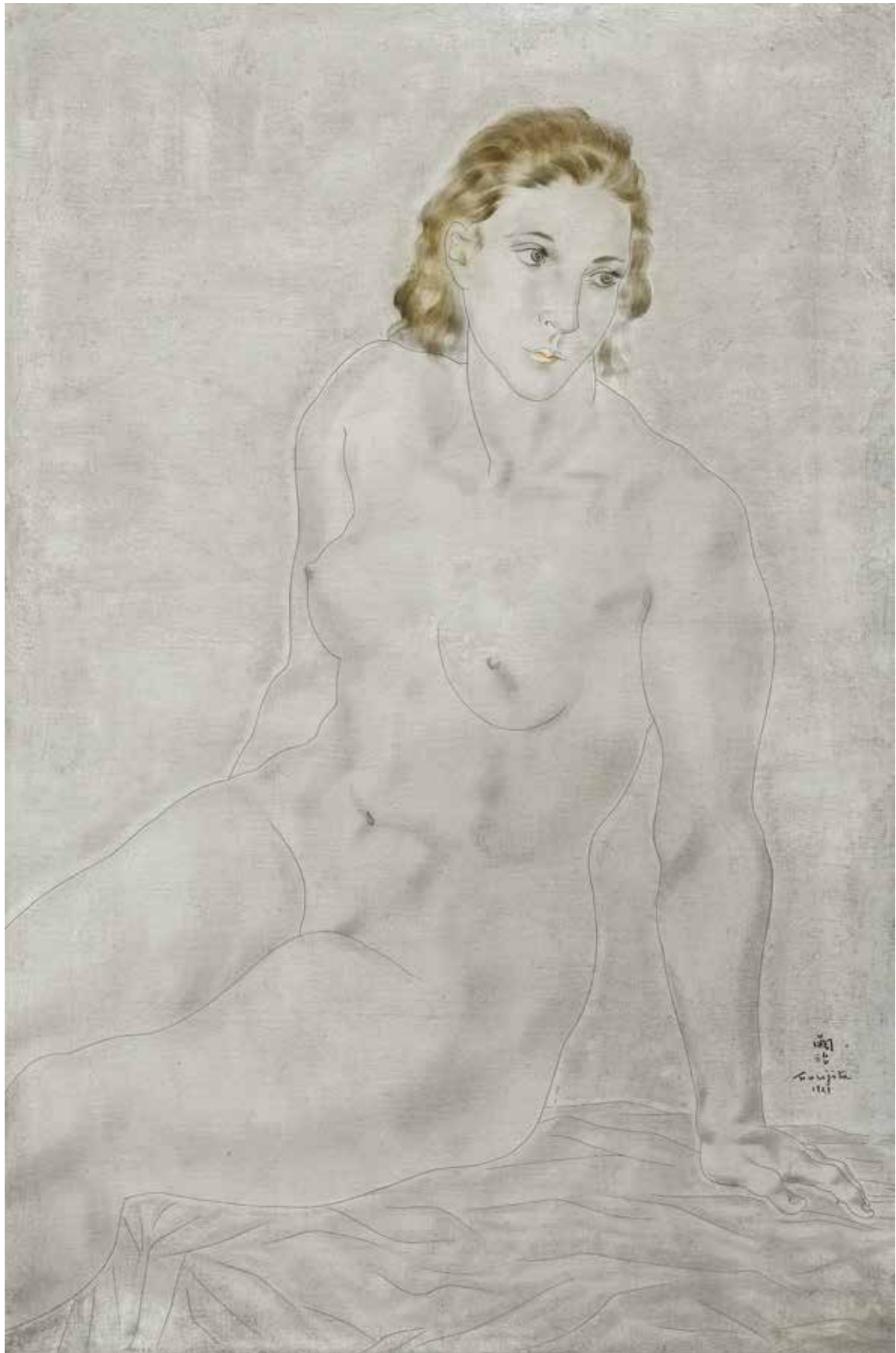
Provenance

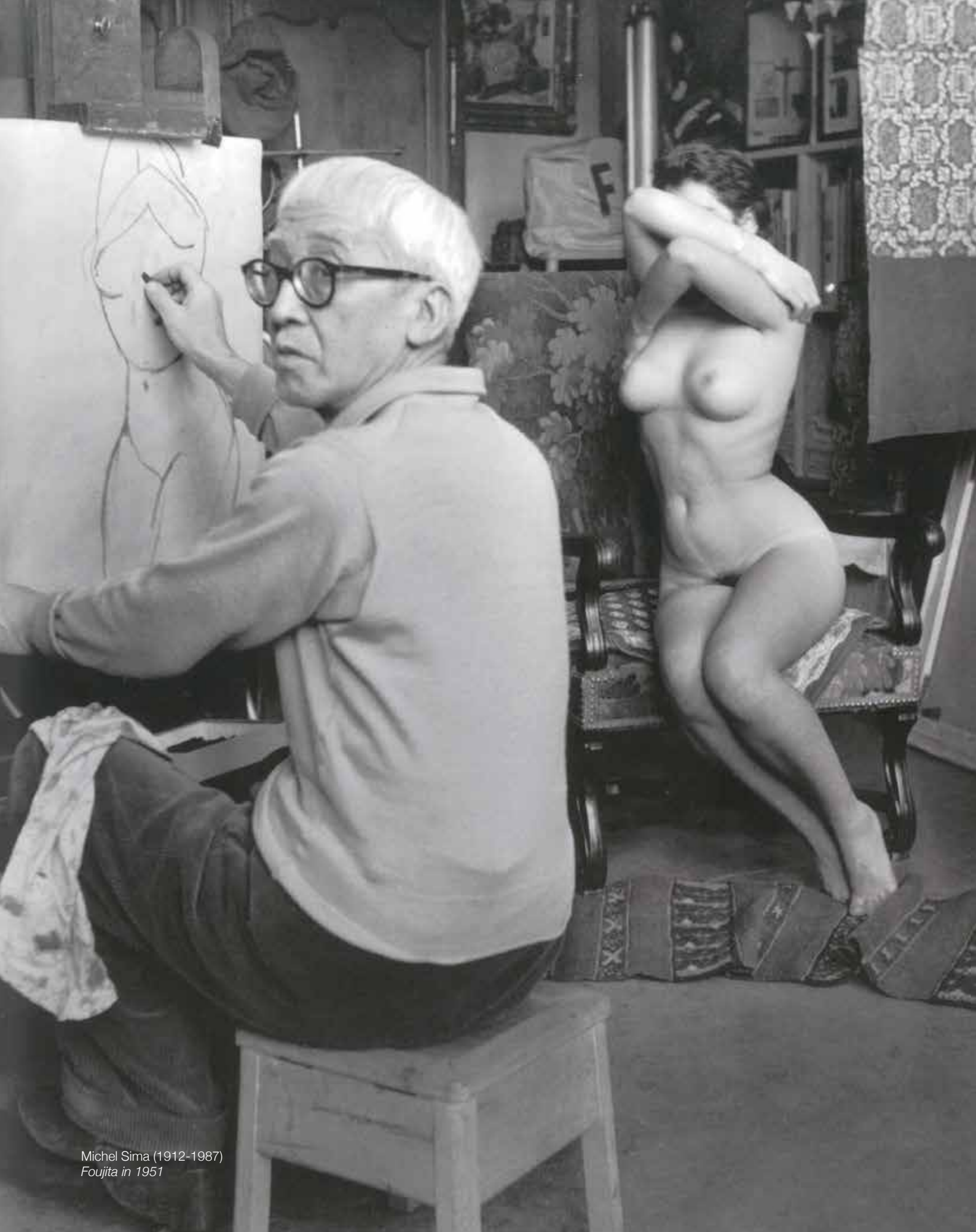
Galerie Colette Weil (acquired directly from the artist).

Private collection, Germany and UK (probably acquired from the above circa 1930).

Private collection, UK (a gift from the above circa 1965).

Private collection, UK (a gift from the above circa 1997).





Michel Sima (1912-1987)
Foujita in 1951

Léonard Tsuguharu Foujita (1886-1968)

Nu assis

‘An idea came to me one day: in Japanese painting, there are only a small number of nudes. Even painters like Harunobu or Utamaro only let you see part of the leg or knee and could only express the feeling of the skin in those places. This is what encouraged me to start painting nudes again [...], with the precise objective of representing the quality of the most beautiful material of all: that of human skin.’

- Léonard Tsuguharu Foujita

The Japanese painter Léonard Tsuguharu Foujita achieved this renewed aspiration to depict the unadorned female figure through a series of paintings known as the ‘milky white’ nudes. A leitmotiv of the Western artistic canon, this exploration initiated one of Foujita’s most prolific and successful bodies of work, much praised by his contemporaries since the early 1920s. The present *Nu assis*, with her pearly skin and daring pose, was painted at a key moment of the artist’s life trajectory, in the twilight of the so-called ‘Années folles à Montparnasse’ and shortly before he embarked on long travels between Japan and the Americas. In 1929 Foujita was at the highest point of his career: among the most celebrated figures of the École de Paris, he was one of the few artists of this school to achieve commercial success in his lifetime. Together with public acclaim, his luxurious and extravagant lifestyle attracted the attention of the French tax authorities to whom he owed a hefty sum. His following tour in Japan with his wife Lucie Badoul (‘Youki’) was thus also motivated by the need of exhibiting - and selling - his Parisian works. The museums and the newspapers in Tokyo were thrilled with the return of the local artist-idol after 16 years. In just 70



Edgar Degas (1834-1917), *Woman Having Her Hair Combed*, c. 1886-88, The Met Museum, US.



Rembrandt (1606-1669), *Bethsabée au bain tenant la lettre du roi David*, 1654, Musée du Louvre, France.

days, the travelling exhibition attracted more than 70,000 visitors, an unprecedented number for a modern artist. After all, Japan’s recent opening to the West with the Meiji Renovation had stimulated a great cultural curiosity towards Europe. That same year he took part in the First Salon of Japanese Painters at Galerie La Renaissance and he chaired the committee for the *Art Japonais: école classique contemporaine* show at the Musée du Jeu de Paume in Paris.

Foujita was effectively an artist suspended between two worlds, masterfully capable of inhabiting and bridging them both. *Nu assis* stands as a testament to this new blended aesthetic language, harmonising Eastern technique and Western canonical subject matter. At the beginning of the 20th Century, the nude had emerged as a symbol of artistic evolution and renewal, inspiring many contemporary artists to infuse their creative flare into the genre. This included renowned figures such as Henri Matisse, Pablo Picasso, and Amedeo Modigliani, all personally close to Foujita. His originality resided in a graphic technique previously unseen in the Western tradition of oil painting. The precise and delicate outlines of the present figure echo the traditional Japanese sumi-e style. The ink was applied by Foujita using a menso, the thinnest brush in traditional Japanese painting. This fine black line defines the border between the woman’s opalescent skin and the pearly background, obtained using a technique Foujita called nyuhakushoku (chalk white, or literally ‘milky whiteness’), typical of Japanese lacquerware designs. The mesmerising quality of this iridescent and smooth fond blanc (the exact composition of which he never disclosed), made his late 1920s and early 1930s works to be his most sought-after.

Beyond pure technical concerns, the serenity of Foujita's calligraphic line marks an innovative aesthetic language, where the almost monochromatic nude emits an aura of purity and silence. Within this stillness, the model's body seems to pulsate, acting on the viewer's sense of touch. The artist's outstanding draughtsmanship and colourism are evident in the intricately detailed depiction of the model's wavy hair, casting a golden halo around her face. The vibrant muscular quality of her body, in conjunction with the marble-like surface, evokes that same sculptural conception of painting famously defining the oeuvre of Michelangelo (1475-1564), one of the Renaissance masters that Foujita idolised. His fascination with the classical nude can be traced back to his years as a copyist at the Musée du Louvre. One cannot help but notice the resemblance of Foujita's *Nu assis* to Rembrandt's *Bathsheba at her bath* (1654), which still hangs within the Louvre, having also inspired artists such as Pablo Picasso, Edgar Degas and Paul Cézanne. The present model's relaxed pose, with her nude torso twisting suggestively toward the viewer as she rests upon her left hand, her thighs outstretched across sensuous white drapery, appear to evoke a direct reference to Rembrandt's *Bathsheba*. Like her predecessor, Foujita's sitter's face is gently framed with copper-coloured hair, as her surroundings suspend her in an almost dreamlike atmosphere, like a sacred apparition. In this, Foujita achieves a deep assimilation of the finest tradition of Western painting by accomplishing a renewed conception of the nude suffused with melancholy and complexity of thought.

Such introspective depiction of the female body also stems from Foujita's profound connections with women, testified to by his lifelong dedication to immortalising them in his art. Experiencing the loss of his mother at just five years old, he received close care and attention from his sister, her friends, and the family's female servants, towards whom he developed a deep personal affinity. Over the course of his life, all five of his wives would pose nude for his paintings. These devoted female models were able to infuse his work with a renewed vitality: 'I use models not only to produce my works but above all the way that food nourishes the body. Also like food, I have tried to absorb as much nutritious substance from them as possible' (Foujita quoted in S. Buisson, *Foujita, Inédits*, Paris, 2007, p. 127). While most of these pieces are cropped below the breasts, navel, or pubic area, the present work stands out due to its more extensive portrayal of the body, marking it a sublime and daring example of the celebrated 'milky white' nude series.

Nu assis was acquired by Foujita's dealer, Colette Weil, directly from the artist and it has remained in the same family collection for almost a century, coming now to the market for the first time. It is a portrait of timeless modernity, where the forms of European Art are encased in a faithfully Japanese outline - a masterful example of the artist's unique capability of transcending the dichotomy between western canon and oriental aesthetics.



Léonard Tsuguharu Foujita (1886-1968), *Reclining Nude, Youki*, 1927, Private collection.



113 ★ AR

LE CORBUSIER (1887-1965)

Nu couché

signed and dated 'Le Corbusier 1933'

pencil and coloured crayons on paper

21 x 31.2cm (8 1/4 x 12 5/16in).

Executed in 1933

£8,000 - 12,000

€9,500 - 14,000

US\$11,000 - 16,000

The authenticity of this work has been confirmed by Eric Mouchet.

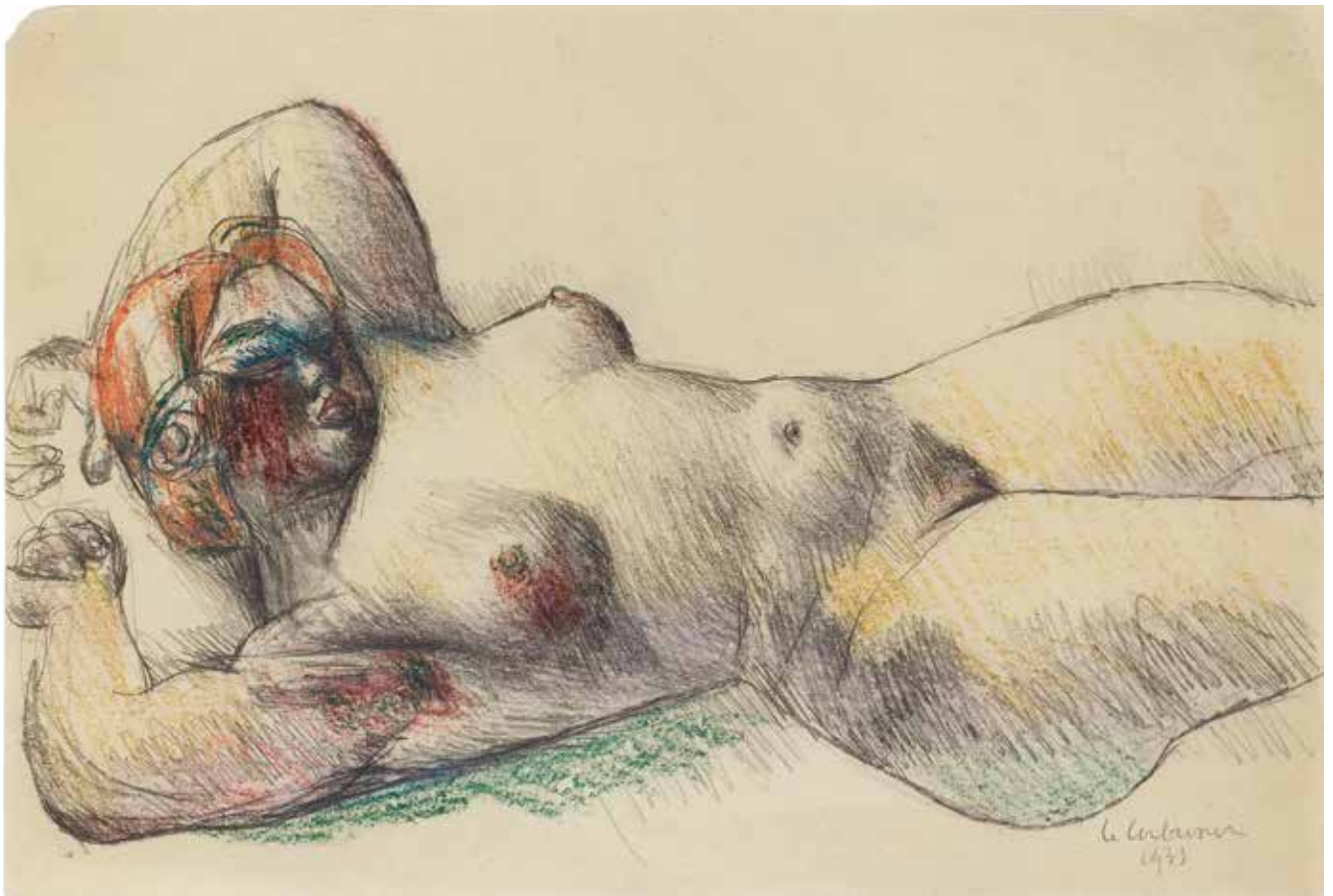
Provenance

Anon. sale, Bukowskis, Stockholm, 25 November 1986, lot 453.

Private collection, Sweden (acquired at the above sale); their sale,

Uppsala Auktionskammare, Uppsala, 20 May 2021, lot 616.

Private collection, Belgium (acquired at the above sale).



PROPERTY FROM A PRIVATE COLLECTION, LUXEMBOURG

114 * AR

MARC CHAGALL (1887-1985)

Trapéziste en rouge et bouc violoniste

signed and dated 'Marc Chagall 939 [sic]' (lower right)

gouache, brush and India ink and pencil on paper

31.8 x 25.3cm (12 1/2 x 9 15/16in).

Executed in 1939

£100,000 - 150,000

€120,000 - 180,000

US\$130,000 - 200,000

The authenticity of this work has been confirmed by the Comité Marc Chagall.

Provenance

Jory & Joseph Randall Shapiro Collection, Chicago (acquired by 1982).

Private collection, Luxembourg.

Exhibited

Chicago, Spertus Museum of Judaica, *The French Connection:*

Jewish Artists in the School of Paris, 1900-1940, Works in Chicago

Collections, 24 October – 31 December 1982, no. 8.

Chicago, The Art Institute of Chicago, *The Mr. & Mrs. Joseph Randall Shapiro Collection*, 23 February – 14 April 1985, no. 25.

Before its acquisition by the present owner, a distinguished private collection in Luxembourg, this fantastic 1939 gouache by Marc Chagall was part of the private Chicago collection of Jory and Joseph Shapiro.

Born in Russia in 1904, Joseph Shapiro (1904-1993) was a man that undeniably sculpted the modern art scene in Chicago. Having emigrated to Chicago with his family at the age of two and later finding huge success as a property developer, he always attributed his passion for art to visits to the Art Institute of Chicago growing up. He would in fact later go on to donate some 600 prints and drawings to the Institute's permanent collection. The present work can be seen today on the Institute's website amongst the gallery images of Shapiro's personal collection exhibition in 1985.

Not just a prominent collector and philanthropist, Shapiro was also the founding president of the Museum of Contemporary Art in Chicago (1967-1974), an active trustee at the Art Institute of Chicago and was even considered the dean of a group of idiosyncratic and dedicated Chicago art collectors whose holdings rivalled New York's in quality and focus. This fantastic collection was known for its superb Surrealist material, including major works by Max Ernst, Man Ray, Paul Delvaux, Victor Brauner, Salvador Dalí, René Magritte, Joan Miro and Yves Tanguy, amongst others. As such, it comes as no surprise that the Shapiros' donations to the Museum of Contemporary Art, Chicago, The Art Institute of Chicago, the Spertus Museum of Judaica, Rosary College and the University of Notre Dame, were accepted with open arms.



PROPERTY FROM THE FAMILY OF FRANCE AUDOUL-MARTINON

115 AR

LÉOPOLD SURVAGE (1879-1968)

Deux femmes

signed and dated 'Survage.32.' (lower right)

oil on canvas

115.6 x 80.9cm (45 1/2 x 31 7/8in).

Painted in 1932

£20,000 - 30,000

€24,000 - 36,000

US\$27,000 - 40,000

The authenticity of this work has been confirmed by Anne-Marie DiViato.

Provenance

France Audoul-Martinon & Alfred Audoul Collection, Paris (acquired directly from the artist in the late 1930s).

Jean Martinon Collection, London (acquired from the above on 1 March 1961).

Private collection, London (by descent from the above).

The present work comes to auction for the very first time from the family of France Audoul-Martinon (1897-1977), who originally acquired it directly from the artist in the late 1930s. France worked in Paris in several art workshops and at times ran her own studio in Montmartre, the storied neighbourhood that housed some of the most significant names in art history. It was there that she met Léopold Survage and acquired the present work.

At the outbreak of war, France joined the French Resistance, the vital clandestine group that worked in occupied France to disrupt and inhibit the Nazi war machine, as well as provide vital intelligence to the Allied forces. It was an extraordinarily brave vocation as huge numbers of Resistance members were captured, brutally tortured and killed by the Nazis and Vichy French. Upon her capture in 1943, France was sent to Ravensbrück concentration camp on 31 January 1944. This was the largest camp of women during the war, second only to the women's camp in Auschwitz-Birkenau and for some arguably resulted in a fate worse than death.

At Ravensbrück France continued her clandestine work, secretly capturing snippets of life with scraps of paper stolen from the SS guards. In total she made 32 sketches with portraits and scenes from camp life and after the war in 1966 they were published in her album *Ravensbrück 150 000 femmes en enfer*.

The present work was sold to her brother, Jean Martinon (1910-1976), on 1 March 1961. Jean was a prolific French conductor and composer who, like his sister, had been captured during the war as a French soldier. It was in captivity that he composed works such as *Chant des captifs*. After the war, Martinon was appointed conductor of the Orchestre de la Société des Concerts du Conservatoire de Paris, and, in 1946, of the Orchestre National Bordeaux Aquitaine.

The present work's fascinating history is matched by its large scale, wonderful early date and impeccable condition, offering a unique opportunity to acquire a work brimming with 20th century history.



PROPERTY FROM AN IMPORTANT IRISH COLLECTION

116 *

LOUIS MARCOUSSIS (1883-1941)

Personnage écrivant et personnage

signed and dated 'L. Marcoussis 1931' (lower right)

oil on canvas

100.2 x 81.2cm (39 7/16 x 31 15/16in).

Painted in 1931

£40,000 - 60,000

€48,000 - 72,000

US\$53,000 - 80,000

Provenance

Galerie Jeanne Bucher Jaeger, Paris.

Henri Hoppenot Collection, Paris; their sale, Binoche & Godeau, Paris,

6 December 1992, lot 6.

Anon. sale, Christie's, London, 30 November 1993, lot 227.

Acquired at the above sale by the previous owner; their sale,

Sotheby's, London, 5 February 2003, lot 161.

Whitford Fine Art, London.

Private collection, Ireland (acquired from the above in 2004).

Exhibited

Dublin, Irish Museum of Modern Art, *Self-Determination: A Global Perspective Exhibition*, 30 November 2023 - 21 April 2024, no. 181.

Literature

J. Lafranchis, *Marcoussis, sa vie, son oeuvre, catalogue complet des peintures, fixés sur verre, aquarelles, dessins, gravures*, Paris, 1961, no. P.214 (illustrated p. 274).



PROPERTY FROM A PRIVATE UK COLLECTION

117 AR

ISMAEL DE LA SERNA (1898-1968)

Nature morte

signed 'La Serna' (lower left); signed and dated 'de la Serna 39' (on the reverse)

oil on canvas

41.3 x 33.2cm (16 1/4 x 13 1/16in).

Painted in 1939

£3,000 - 5,000

€3,600 - 6,000

US\$4,000 - 6,700

Provenance

Private collection, UK.



PROPERTY FROM A DISTINGUISHED US COLLECTION

118 *

ERNST LUDWIG KIRCHNER (1880-1938)

Liebespaar

pencil on paper

34.3 x 44.5cm (13 1/2 x 17 1/2in).

Executed in 1908

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

The work is listed in the Ernst Ludwig Kirchner Archives, Wichtrach/Bern.

Provenance

The artist's estate.

Dr & Mrs Gervais Collection, Zurich and Lyon, no. KLM 25.

Christian Anton Laely Collection, Davos and Paris (acquired by 1938).

Buchholz Gallery (Curt Valentin), New York, (possibly) no. 15445.

L. Roy Blumenthal Collection, New York; his estate sale, Sotheby's, New York, 27 May 1976, lot 248.

Private collection, US.

Gail Forrest, Illinois.

Private collection, US (acquired from the above on 9 December 1997).

As a founding member of the Dresden based 'Die Brücke' group of artists in June 1905, Ernst Ludwig Kirchner was undoubtedly one of the most integral and prolific proponents of German Expressionism and among Germany's most important twentieth century artists.

Signalled by the present work's date and the patterned blanket seen under the figures, *Liebespaar* hails from the much sought after Dresden years of the Brücke group, at a time when Kirchner's studio was a frequent haunt for the artists and their friends. Members of the social circle did not so much model there but rejected Germany's strict social constraints by engaging in hedonism and embracing sexual freedom as a liberated group. Nudity was common and the artists devoured the naturalness of the scenes, capturing the fluidity of the human form in motion - the subject of their complete focus. Often noted in his writing, Kirchner was also particularly invested in the importance of drawing as a record of artistic experience. This lends the studio drawings, such as the present work, a particular intimacy and atmosphere of the moment, which is rendered by a simplified line.

The mysterious collection of Dr Gervais appears in the provenance for a great number of works on paper by Kirchner and he is noted as one of the artist's most prolific collectors, amassing over 500 prints and drawings by the artist. His handwritten, systematic inscription appears on these works, beginning with 'K', referring to 'Kirchner'; the subsequent letters denote the details of the sheet and the numbers refer to their place in the series. Some examples include 'KZ - Kirchner Zeichnung (drawing)' and 'KFH - Kirchner Farbholzschnitt (coloured woodcut)'. The present work's 'KLM' is yet to be identified.

Long an unknown entity, it is now widely believed that the Gervais Collection was in fact an invention of Kirchner's final student, Christian Anton Laely (1913-1992), who worked with the artist in Davos from 1935 until Kirchner committed suicide in 1938. Despite his tutor's death, Laely remained in contact with Kirchner's wife, Erna Schilling, and the artist's estate. His invention of the Gervais Collection likely came as a method of circumnavigating the freezing of assets during the war, allowing the continued sale of works to collectors in Germany. Works by Kirchner from his collection are now in some of the most prominent private and public collections across the globe.



**PROPERTY FROM THE COLLECTION OF THE LATE
FRITZ GROSS**

119

PAUL GAUGUIN (1848-1903)

Autoportrait

Pencil and black crayon on paper

13.9 x 11.5cm (5 1/2 x 4 1/2in).

Executed in Le Pouldu circa 1889-1890

£20,000 - 30,000

€24,000 - 36,000

US\$27,000 - 40,000

Please note that this work will be presented to the Comité Paul Gauguin at the Wildenstein Plattner Institute on 30 September 2024.

Provenance

Marie Henry Collection, Le Pouldu (probably acquired directly from the artist).

Léa 'Mimi' Henry Collection, France (by descent from the above); her sale, Drouot, Paris, 16 March 1959, lot 114.

Marlborough Fine Art, London, no. 02258 (probably acquired at the above sale).

Fritz Gross Collection, London, no. 396 (acquired from the above in November 1960).

Private collection, London (by descent from the above).

Exhibited

London, Marlborough Fine Art, *XIX and XX Century European Masters, Paintings, Drawings, Sculpture*, Summer 1959, no. 23.

Paris, Galerie Charpentier, *Cent oeuvres de Gauguin*, 1960, no. 64.

Munich, Haus der Kunst, *Paul Gauguin*, 1 April - 29 May 1960, no. 89.

Newcastle, Hatton Gallery, *Impressionist and Modern: The art and collection of Fritz Gross*, 11 May - 9 June 1990, no. 18 (later travelled to Oxford).

Literature

R. Nacenta, 'Gauguin', in *Art et style*, no. 55, 1960 (illustrated).

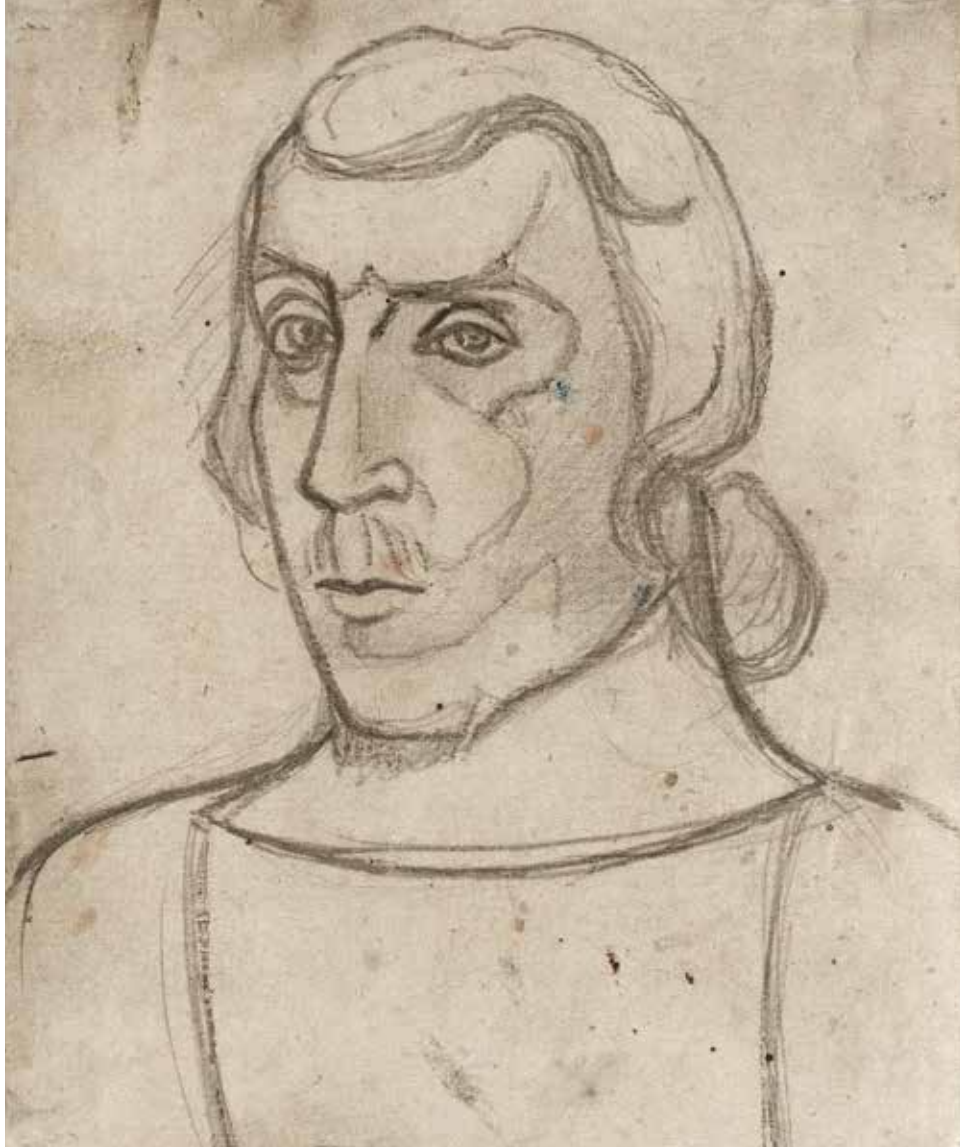
K. Mittelstädt, *Paul Gauguin, Self-portraits*, Oxford, 1968, no. 17 (illustrated p. 61).

Autoportrait is strongly tied to Paul Gauguin's time in Le Pouldu, a secluded coastal village in Brittany where the artist sought refuge in August 1889. Fleeing the commercialisation of Pont-Aven, Gauguin found a creative sanctuary at Buvette de la Plage, an inn run by Marie Henry (1859-1945) in the village. Along with Meijer de Haan (1852-1895) – whom Gauguin humorously referred to as his 'pupil' in his letters – the inn became a vibrant artistic hub, with its dining room transformed by murals and artworks executed by the two artists, which are still observable today.

Marie Henry, who later became de Haan's lover, retained some of Gauguin's works, likely as compensation for his stay, as Gauguin had been living on credit. Passing thence by descent through the Léa 'Mimi' Henry Collection, this piece was subsequently acquired by Fritz Gross (1895-1969), the Austrian artist, architect and art collector. Gross, who escaped Nazi rule and moved to London in 1938, built an

impressive collection of Impressionist and Modern art, including pieces by Gauguin, Pablo Picasso, Edgar Degas, Pierre-Auguste Renoir and Henri de Toulouse-Lautrec. His passion for collecting was celebrated in an exhibition dedicated to his collection held at the Ashmolean Museum in 1990.

Autoportrait highlights the significance of Le Pouldu to Gauguin's creativity and self-exploration. In a letter to Émile Bernard during the winter of 1889, Gauguin expressed his desire to reinvent himself, stating: 'I hope that this winter you will find in me a new Gauguin... What I am trying to get at is a corner of myself which I do not yet understand' (M. Malingue, *Paul Gauguin: Letters to his Wife and Friends*, 2003, p. 122). His depiction in simple, native Breton attire reflects this quest for self-discovery and the incorporation of the local culture into his identity.



**PROPERTY FROM THE COLLECTION OF THE LATE
FRITZ GROSS**

120

PAUL GAUGUIN (1848-1903)

Étude pour 'Deux femmes tahitiennes nues sur la plage' (recto); Études
(verso)

pencil and sanguine on paper

27 x 17.9cm (10 5/8 x 7 1/16in).

Executed circa 1891-1892

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Please note that this work will be presented to the Comité Paul
Gauguin at the Wildenstein Plattner Institute on 30 September 2024.

Provenance

Henry Scipio Reitlinger Collection, London; his estate sale, Sotheby's,
London, 14 April 1954, lot 371.

O'Hana Gallery, London (possibly acquired at the above sale).

Fritz Gross Collection, London, no. 165 (acquired from the above in
November 1954).

Private collection, London (by descent from the above).

Exhibited

London, Ohana Gallery, *Selection of Small Paintings by Great Masters of
the XIXth & XXth Centuries*, 4 - 27 November 1954, no. 10.

Paris, Galerie Charpentier, *Cent oeuvres de Gauguin*, 1960, no. 82.

Munich, Haus der Kunst, *Paul Gauguin*, 1 April - 29 May 1960, no. 100.

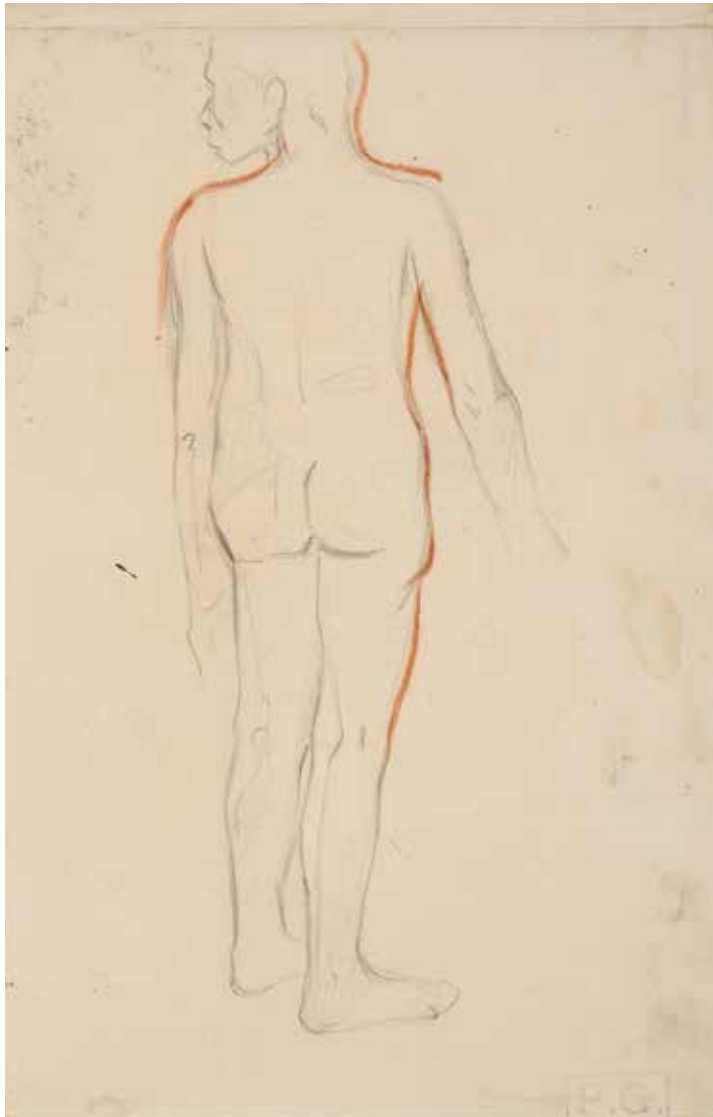
Newcastle, Hatton Gallery, *Impressionist and Modern: The art and
collection of Fritz Gross*, 11 May – 9 June 1990, no. 19 (later travelled to
Oxford).

The recto of the present work is a study for Paul Gauguin's renowned
painting *Deux femmes tahitiennes nues sur la plage* (c. 1892), now
housed in the Honolulu Museum of Art in Hawaii, and it offers us an
exciting glimpse into the artist's artistic process.

Upon arriving in Papeete, Tahiti's capital, in 1891, Gauguin began a
mission to document the island's landscapes and customs, having
received both private and state sponsorship for this endeavour. A few
months later, he moved to the more secluded village of Mataiea, where
he became highly productive, creating numerous sketches and studies
of the local inhabitants and their surroundings as preparatory work
for larger, finished pieces. Over this two-year period, Gauguin finished
sixty-six paintings.

The present work's verso also presents an exciting working narrative,
combining both studies from his time in Brittany, with the cow's head
and classic Breton attire in the lower left, and studies from Tahiti in
the form of the figure in the centre right and study for nose and lips,
completed just above in red pencil. One can imagine the voracious
artist sketching on the voyage, only to immediately take up pencil and
paper upon landing to capture his latest environs.

As with the previous lot, this work also once formed part of the
collection of Fritz Gross.



PROPERTY FROM A PRIVATE COLLECTION, CALIFORNIA

121 *

AUGUSTE RODIN (1840-1917)

Cariatide tombée portant sa pierre, petit modèle

signed 'A. Rodin' (on the left side of the base), inscribed with the foundry mark 'Alexis Rudier. Fondateur. Paris.' (on the back of the base) and stamped with the raised artist's signature 'A. Rodin' (on the inside of the base)

bronze with dark brown patina

44.3 x 28.9cm (17 7/16 x 11 3/8in).

Conceived circa 1881, this bronze version cast by the Alexis Rudier foundry in an edition of over 12 between 1902 and 1951.

£120,000-180,000

€170,000-290,000

\$190,000-320,000

This work will be included in the forthcoming *Auguste Rodin Catalogue critique de l'oeuvre sculpté*, currently being prepared by the Comité Auguste Rodin at Galerie Brame & Lorenceau under the direction of Jérôme Le Blay.

Provenance

Walter A. May Collection, Pittsburgh.

Florence & Walter A. May, Jr. Collection, Pittsburgh (by descent from the above).

Private collection, US (by descent from the above).

Private collection, US (by descent from the above).

Literature

G. Grappe, *Catalogue du Musée Rodin*, Paris, 1944, no. 63 (another cast illustrated p. 27).

G. Grappe, *Le Musée Rodin*, Monaco, 1947, p. 141 (another cast illustrated pl. 43).

J-F. Chabrun & R. Descharnes, *Auguste Rodin*, London, 1967, p. 80 (another cast illustrated).

B. Champigneulle, *Rodin*, London, 1967, no. 56 (another cast illustrated p. 134).

L. Goldscheider, *Rodin Sculptures*, London, 1970, p. 117 (another cast illustrated pl. 20).

J.L. Tancock, *The Sculpture of Auguste Rodin, The Collection of the Rodin Museum, Philadelphia*, Philadelphia, 1976 (other cast illustrated pl. 25).

M. Busco, *Rodin and His Contemporaries, The Iris & B. Gerald Cantor Collection*, New York, 1991 (another cast illustrated pl. 25; marble and stone versions illustrated pls. 22-24 & 26).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. I, Paris, 2007, no. S.477 (another cast illustrated p. 245).



Auguste Rodin (1840-1917)

Cariatide tombée portant sa pierre, petit modèle

Auguste Rodin's *Cariatide tombée portant sa pierre, petit modèle* is a poignant example of the master sculptor's ability to imbue classical forms with deep emotional resonance. Conceived in 1881-1882 as part of Rodin's monumental project *La Porte de l'Enfer* ('The Gates of Hell'), this work demonstrates both his innovation in representing human struggle and his shift towards a more personal and expressive approach to sculpture.

Rodin's *La Porte de l'Enfer* was inspired by Dante Alighieri's (c. 1265-1321) *La Divina Commedia* ('Divine Comedy', c. 1308-1321), particularly the first of the three major sections, *Inferno*. It was commissioned in 1880 as the entrance to a proposed Musée des Arts Décoratifs in Paris. Although the museum was never built, the monumental portal occupied Rodin for decades, providing the source material for some of his most iconic sculptures, including *Le Penseur* ('The Thinker') and *Le Baiser* ('The Kiss') (see, for example, lots 110 and 141). *Cariatide tombée portant sa pierre* was originally positioned at the top of the left pilaster of the gates, her form bent and crushed by the stone she bears, a metaphor for the weight of human suffering and destiny.

A caryatid traditionally refers to an architectural figure, often a female, used as a supportive column or structure in place of a pillar. The origins of caryatids trace back to Ancient Greece, particularly the Erechtheion on the Athenian Acropolis (421-406 B.C.), where six serene women uphold the structure of the temple. However, in *Cariatide tombée portant sa pierre*, Rodin transforms this classical figure into something far more human and tragic. Rather than a stately, strong column, Rodin's caryatid is crushed under the weight of her stone, a symbol of human suffering and perseverance. This particular version, where she bears a large stone rather than an urn, carries a greater emphasis on the sense of physical as well as emotional burden. The substitution of the stone for the urn in fact came to Rodin at the suggestion of a client.



The Caryatid porch of the Erechtheion, 421-406 B.C., Athens, Greece. These caryatids are replicas, with the original sculptures now in the Acropolis Museum, Athens and the British Museum, UK.

Rodin's interpretation of the fallen caryatid is not merely an architectural ornament but an exploration of the psychological toll of existence. The twisting form, with its hunched shoulders and bent knees, draws the viewer's attention to the weight the figure bears, while her downward gaze and bowed posture suggest a deeper internal struggle. Rodin was influenced by Michelangelo (1475-1564), and, like the Renaissance master, he imbued his figures with a sense of inner turmoil, using their physicality to express emotional states. The art historian Albert E. Elsen described *Cariatide tombée portant sa pierre* as: 'crucial in Rodin's development, for it was made when he began to move away from Michelangelo's influence as seen in *Adam*, *Eve*, and *The Thinker*. Rodin began to ask himself, 'Why not work directly from life?' The results contributed greatly to his reputation for originality, an explosive productivity in the early years of working on *The Gates* and an expansion of body language in sculpture' (A.E. Elsen, *Rodin's Art, The Rodin Collection of the Iris & B. Gerald Cantor Center for Visual Arts at Stanford University*, 2003, p. 232).

The petit modèle of *Cariatide tombée portant sa pierre*, standing at 44 cm, reflects Rodin's meticulous attention to detail and his ability to translate grand, monumental ideas into smaller, intimate works. The fluidity of the figure's form encourages viewing from multiple angles, each revealing new aspects of the sculpture's shadowing and surface texture. In this model, Rodin juxtaposes smooth, modelled flesh with the rough, craggy surface of the stone, heightening the visual drama and tension.

The provenance of this particular sculpture adds to its significance as a work of art. As with Antoinette Cartier's stunning *Maternité* (see lot 11) it comes to auction for the first time from the esteemed collection of Walter A. May, a renowned Pittsburgh collector, whose discerning eye and passion for art led to the creation of a superb collection in the early 20th century. His name was a staple in the Carnegie Institute's publications and exhibitions of the time, having regularly loaned many works for exhibition when called on to do so.

The work stands as a testament to Rodin's mastery, with variations of this model housed in some of the world's most prestigious institutions, including the Musée Rodin in Paris, the Metropolitan Museum of Art in New York, the Musées Royaux des Beaux-Arts in Brussels, the National Gallery of Art in Washington, D.C., and the Victoria and Albert Museum in London. The presence of this sculpture in such distinguished collections underscores its enduring importance and influence in the history of modern sculpture.

Cariatide tombée portant sa pierre, petit modèle is a rare jewel at auction, particularly with such concise and illustrious provenance. It is not only a superb example of Rodin's artistic genius but also a work with profound emotional and symbolic depth. Its rarity at auction, combined with its prestigious provenance, makes it a remarkable opportunity for collectors.





PROPERTY FROM A DISTINGUISHED GREEK COLLECTION

122 *

PAUL SÉRUSIER (1863-1927)

Cueillette des pommes, also titled *Petite frise décorative*

signed with the artist's initial 'S.' (lower left)

tempera on burlap

36.3 x 72.2cm (14 5/16 x 28 7/16in).

Painted in Châteauneuf-du-Faou circa 1920

£8,000 - 12,000

€9,500 - 14,000

US\$11,000 - 16,000

The authenticity of this work has been confirmed by the Comité Paul Sérusier.

Provenance

Marguerite Sérusier Collection, France (the artist's wife).

Private collection, London and Greece.

Private collection, Greece (by descent from the above).

Exhibited

Paris, Galerie des Beaux-Arts, *Gauguin, ses amis, L'École de Pont-Aven et l'Académie Julian*, February – March 1934, no. 113.

Literature

M. Guicheteau, *Paul Sérusier*, Paris, 1976, no. 107 (illustrated p. 219; dated 1895).

Comité Paul Sérusier, *Catalogue raisonné de l'oeuvre de Paul Sérusier*, online catalogue, no. C-158.Fig. (illustrated).



PROPERTY FROM A PRIVATE COLLECTION, LONDON

123

LOUIS VALTAT (1869-1952)

Bouquet à la cruche beige

signed 'L. Valtat' (lower right)

oil on canvas

65 x 54.2cm (25 9/16 x 21 5/16in).

Painted circa 1928

£25,000 - 35,000

€30,000 - 42,000

US\$33,000 - 47,000

This work is registered in the Association Les Amis de Louis Valtat Archive.

Provenance

Private collection, UK.

Private collection, UK (by descent from the above).

124 *

ALFRED SISLEY (1839-1899)

Matinée d'octobre près de Port-Marly

signed 'Sisley.' (lower left)

oil on canvas

46.5 x 54.3cm (18 5/16 x 21 3/8in).

Painted circa 1876

£250,000 - 350,000

€300,000 - 420,000

US\$330,000 - 470,000

Provenance

Galerie Durand-Ruel, Paris.

Feder & Picq, Paris (acquired from the above).

Galerie Durand-Ruel, Paris (acquired from the above in June 1892).

Martin A. Ryerson Collection, Chicago (acquired from the above in August 1892).

Durand-Ruel Galleries, New York (acquired from the above in March 1893).

James Montford Schley Collection, New York (acquired from the above in February 1899).

Katherine Schley Variell Collection, New York (by descent from the above by August 1915)

Brick Store Museum, Maine (a gift from the above in 1960); their sale, Sotheby's, London, 24 April 1963, lot 112.

O'Hana Gallery, London, no. 1085 (acquired at the above sale).

Private collection (acquired from the above in October 1963).

Private collection (by descent from the above); their sale, Christie's, London, 19 November 2022, lot 916.

Acquired at the above sale by the present owner.

Exhibited

New York, Durand-Ruel Galleries, *Exposition, Works of Alfred Sisley*, 27 February - 15 March 1899, no. 23.

Waterville, Colby College Bixler Art and Music Center, 1961-1962 (on loan).

London, O'Hana Gallery, *Summer Exhibition, French Paintings and Sculpture of the Nineteenth and Twentieth Centuries*, June - September 1963, no. 52 (titled 'La Seine à Saint-Mammès en Octobre').

Literature

F. Daulte, *Alfred Sisley, Catalogue raisonné de l'oeuvre peint*, Lausanne, 1959, no. 224 (illustrated).

S. Brame & F. Lorenceau, *Alfred Sisley, Catalogue critique des peintures et des pastels*, Lausanne & Paris, 2021, no. 236 (illustrated pp. 118 & 437).



PROPERTY FROM A PRIVATE COLLECTION, UK

125

HENRI LE SIDANER (1862-1939)

Le Canal au clair de lune, Gisors
signed 'Le Sidaner' (lower left)
oil on canvas laid down on board
92.1 x 70.9cm (36 1/4 x 27 15/16in).
Painted in Gisors in 1901

£60,000 - 80,000

€72,000 - 95,000

US\$80,000 - 110,000

Provenance

Felix Gérard Collection, Paris (acquired in 1901).
Raynaldi Collection; his sale, Hôtel Drouot, Paris, December 1923.
Anon. sale, Christie's, London, 14 April 1970, lot 13.
Vince Hill Collection, UK (probably acquired at the above sale).
Private collection, UK (by descent from the above).

Exhibited

Paris, Salon de la Société nationale des Beaux-Arts, 1901, no. 576.

Literature

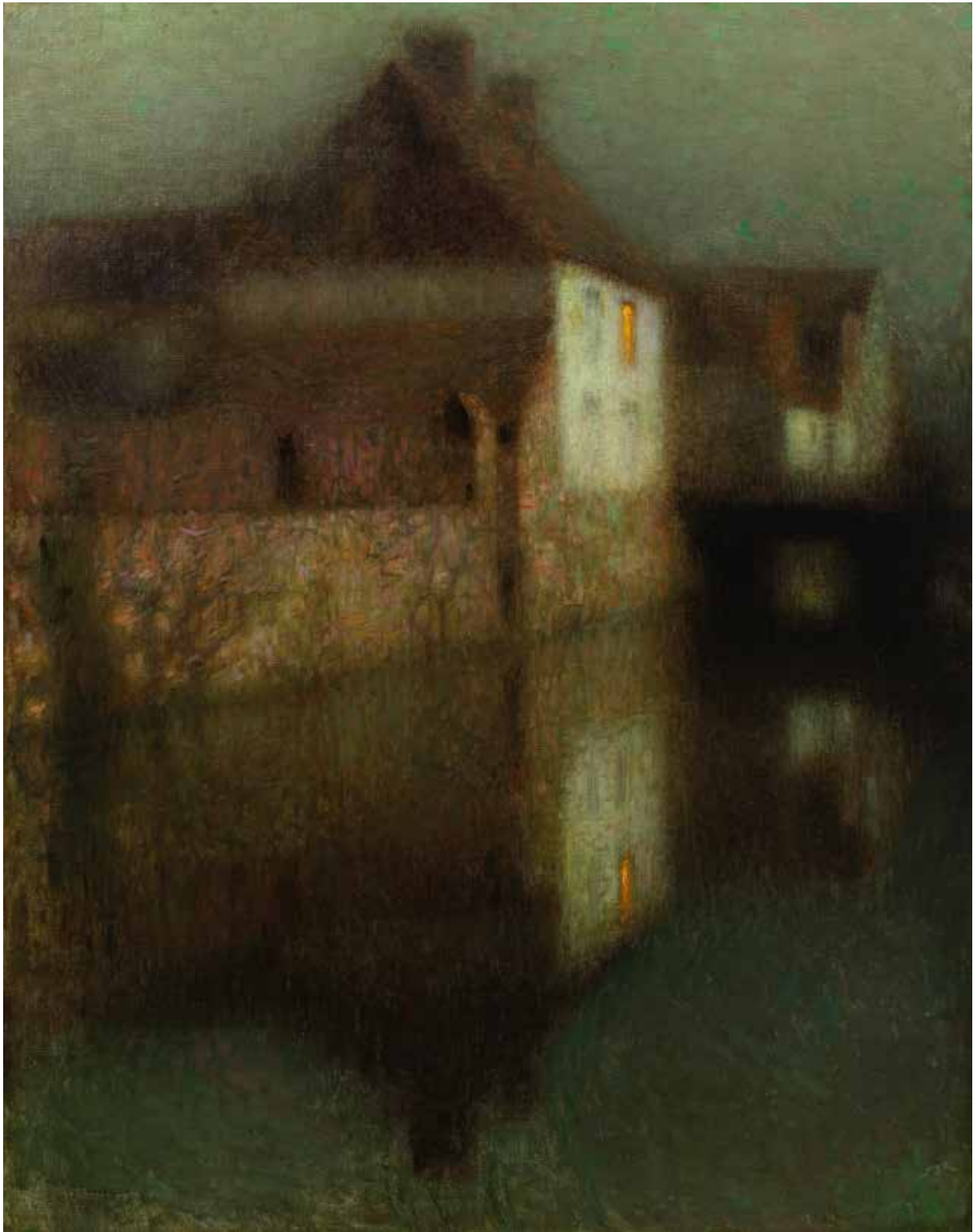
R. Marx, 'Le Salon. (Société nationale des Beaux-Arts)', in *La Revue Universelle*, no. 18, 4 May 1901 (illustrated p. 413).
Y. Farinaux-Le Sidaner, *Le Sidaner, L'oeuvre peint et gravé*, Paris, 1989, no. 100 (illustrated p. 74, image transposed).

The present work and following two pieces by Henri Le Sidaner come from the private collection of the family of Vince Hill (1934-2023), the much-loved English traditional pop singer best known for his cover version of the Rodgers and Hammerstein show tune *Edelweiss* (1967).

Le Canal au clair de lune, Gisors is a wonderful example of Le Sidaner's famed canal paintings, a motif that was close to the artist after he spent time living in Venice in 1892 as well as Brussels and Bruges in 1898-1899. He often imbued these settings with an eerie, twilight calm, seeking to explore the transitional moments of the day. The stillness of his waterways allows for an almost perfectly mirrored reflection of the building that rises out from it, only amplifying the beacon-like window above.

Le Sidaner is often hard to place within a single movement, merging himself by theme and technique with both the later Impressionists and the Symbolists, in addition to aligning with the Intimists, such as Édouard Vuillard and Pierre Bonnard. Regardless, his importance cannot be understated and he was well regarded within his lifetime, a rarity for many artists of the time.

It comes as no surprise that Hill fell in love with the famed French painter's works from the banks of the river Thames (lots 30 & 31), completed during Le Sidaner's visit to the area in 1908, as he lived out the end of his life in the picturesque Henley-on-Thames.





PROPERTY FROM A PRIVATE COLLECTION, UK

126

HENRI LE SIDANER (1862-1939)

House boat, Tamise

signed 'Le Sidaner' (lower left)

gouache and pastel on canvas

65.4 x 81.3cm (25 3/4 x 32in).

Executed in 1908

£25,000 - 35,000

€30,000 - 42,000

US\$33,000 - 47,000

Provenance

Roland, Browse and Delbanco, London.

Godfrey Winn Collection (acquired from the above before February 1964); his estate sale, Sotheby's, London, 2 December 1971, lot 51.

Vince Hill Collection, UK (probably acquired at the above sale).

Private collection, UK (by descent from the above).

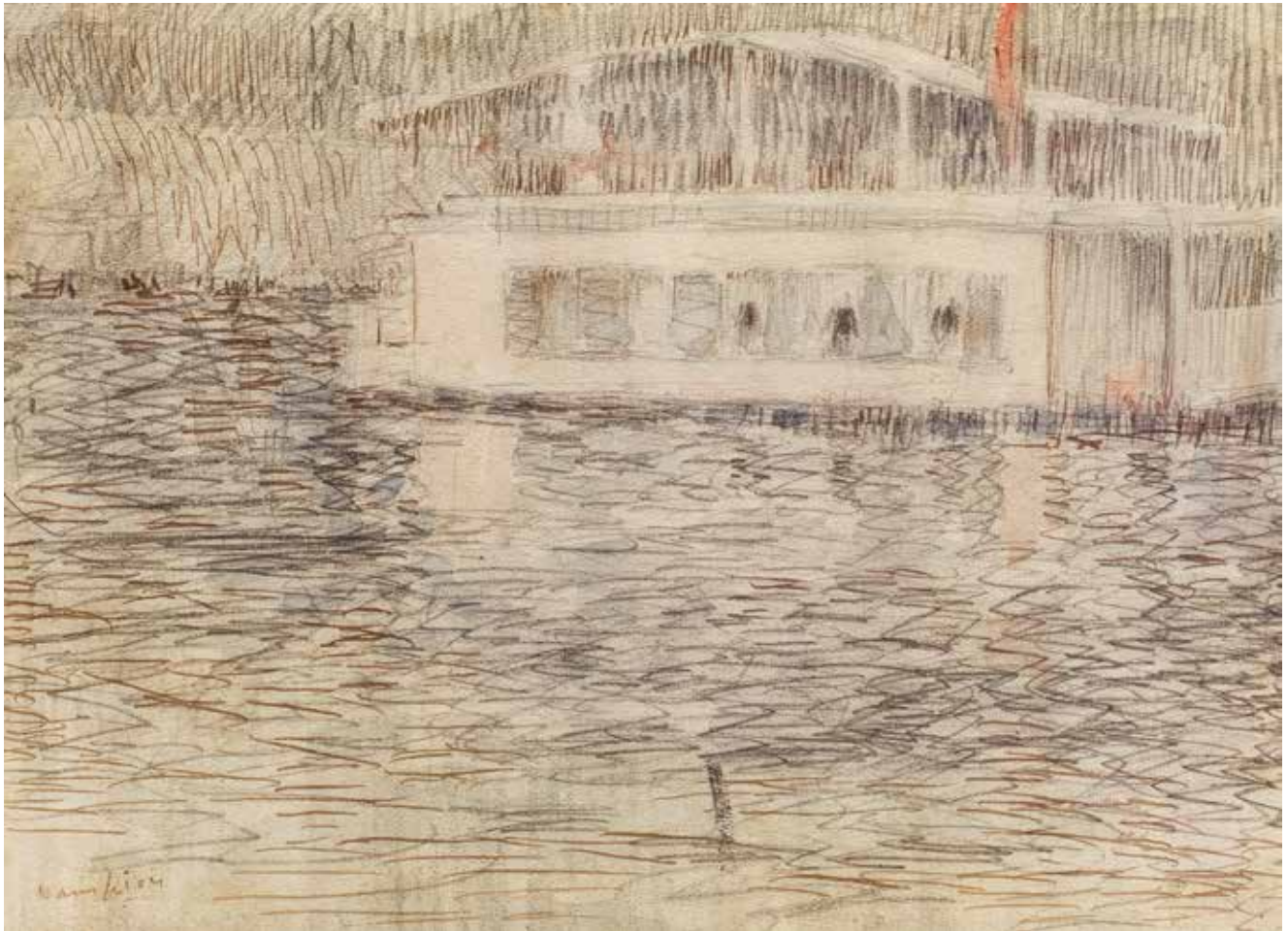
Exhibited

London, Goupil Gallery, *Hampton Court and London, A small series of pictures by Henri Le Sidaner*, March 1908, no. 1.

London, Roland, Browse and Delbanco, *Henri Le Sidaner, Lui Shou Kwan*, February - March 1964, no. 32.

Literature

Y. Farinaux-Le Sidaner, *Le Sidaner, L'oeuvre peint et gravé*, Paris, 1989, no. 238 (illustrated p. 114).



PROPERTY FROM A PRIVATE COLLECTION, UK

127

HENRI LE SIDANER (1862-1939)

House boat, Tamise

inscribed 'Hampton' (lower left)

watercolour, pen and ink and pencil on paper

12.1 x 16.7cm (4 3/4 x 6 9/16in).

Executed in Hampton circa 1908

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Provenance

Roland, Browse and Delbanco, London.

Private collection.

Anon. sale, Sotheby's, London, 27 February 1980, lot 30.

Vince Hill Collection, UK (probably acquired at the above sale).

Private collection, UK (by descent from the above).

Literature

Y. Farinaux-Le Sidaner, *Le Sidaner, L'oeuvre peint et gravé*, Paris, 1989, no. 978 (illustrated p. 328).

The present work is a study for lot 30, *House boat, Tamise*.

128 *

PAUL SIGNAC (1863-1935)

Paris, Le Pont-Royal

signed, indistinctly dated and inscribed 'Pont-Royal Paul Signac'
(lower right)

gouache and black chalk on paper

28.5 x 42.3cm (11 1/4 x 16 5/8in).

Executed circa 1925

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

The authenticity of this work has been confirmed by Marina Ferretti.

Provenance

Galerie Cardo, Paris.

Private collection, Paris (probably acquired from the above before
1990).

Rosine Bernheim-Crémieux & Claude Crémieux Collection, France (by
descent from the above); their sale, Christie's, Paris, 5 June 2024, lot 69.

Acquired at the above sale by the present owner.





PROPERTY FROM A PRIVATE COLLECTION, UK

129 AR

AUGUSTE HERBIN (1882-1960)

Les quais à Hambourg

signed 'Herbin' (lower right)

oil on canvas

59.4 x 73.1cm (23 3/8 x 28 3/4in).

Painted in Hamburg in 1906

£25,000 - 35,000

€30,000 - 42,000

US\$33,000 - 47,000

The authenticity of this work was confirmed by the late Geneviève Claisse.

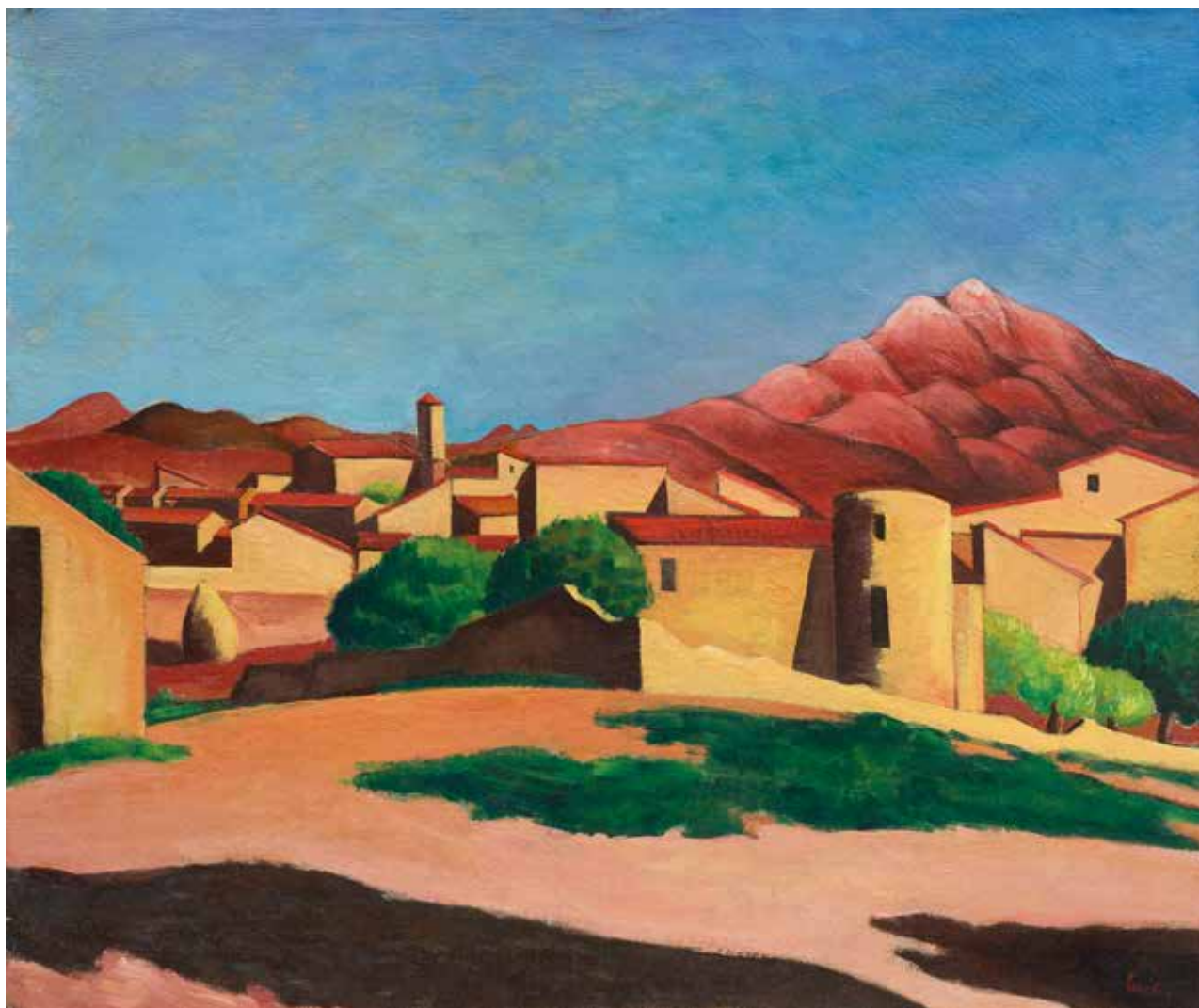
Provenance

Anon. sale, Piasa, Paris, 24 June 2009, lot 28.

Private collection, UK (acquired at the above sale).

Exhibited

Dresden, Kunstsalon Emil Richter, 1909, no. 23.



PROPERTY FROM A PRIVATE COLLECTION, UK

130 AR

AUGUSTE HERBIN (1882-1960)

Paysage

signed 'Herbin' (lower right)

oil on canvas

46.2 x 55.1cm (18 3/16 x 21 11/16in).

Painted in 1923

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

Provenance

Siegfried Poppe Collection, Hamburg (acquired before September 1967).

Private collection.

Anon. sale, Hauswedell & Nolte, Hamburg, 17 June 2009, lot 70.

Private collection, UK (acquired at the above sale).

Exhibited

Hanover, Kestner Gesellschaft, *Herbin*, 14 September – 15 October 1967, no. 48.

Dusseldorf, Kunsthalle, *Auguste Herbin*, 15 December 1967 – 14 January 1968, no. 44.

London, Hayward Gallery, *Neue Sachlichkeit and German Realism of the Twenties*, 11 November 1978 – 14 January 1979, no. 140.

Literature

G. Claisse, *Herbin, Catalogue raisonné de l'oeuvre peint*, Lausanne, 1993, no. 502 (illustrated p. 367).



PROPERTY FROM A PRIVATE UK COLLECTION

131

LOUIS VALTAT (1869-1952)

Personnages à Choisel

stamped with the artist's initials 'L.V.' (lower right)

oil on canvas

88.3 x 74.3cm (34 3/4 x 29 1/4in).

Painted in 1928

£40,000 - 60,000

€48,000 - 72,000

US\$53,000 - 80,000

This work is registered in the Association Les Amis de Louis Valtat Archive.

Provenance

Galerie des Templiers, La Baule.

Galerie Hurtebize, Cannes (acquired from the above in 2006).

Private collection, UK (acquired from the above on 8 April 2010).

Literature

J. Valtat, *Louis Valtat, Catalogue de l'oeuvre peint, 1869-1952, Tome I*, Paris, 1977, no. 2025 (the larger original canvas illustrated p. 226).

The present work was originally the left-hand side of a larger composition, which contained also two female figures to the left, that the male figure in the foreground of the present work was depicted conversing with. The right-hand portion was gifted to the Denver Art Museum in 1981. Each of these two works features the artist's underlined initials – the stamp of the

artist's estate – on their lower right corners. While the original composition is reproduced in full in the catalogue raisonné, the present work is also registered in the Archive of the Association Les Amis de Louis Valtat as a standalone painting.

In 1924, after his bustling Parisian life denied him the tranquil retreat of a countryside garden, Louis Valtat bought a house in Choisel, a small village in the Vallée de Chevreuse. The surrounding landscape became his main source of inspiration, allowing him to explore the interplay of light, colour, and form in a new, more contemplative manner. During this period, his compositions grew more serene, while retaining his characteristic Fauvist colour palette. In Choisel, Valtat enjoyed hosting friends like Georges d'Espagnat and Maximilien Luce, who once painted the village church during a visit. By this time, Valtat had received official recognition, being made a chevalier of the Legion d'Honneur in 1927.

The abundant, dark foliage in the present work contrasts with the sun-drenched meadow in the foreground, skilfully rendered by Valtat by simplifying his brushstrokes and juxtaposing tones of pure colour, a hallmark of his Fauvist roots. Upon closer inspection, trunks, branches and the two figures are defined by continuous contours, showcasing the painter's mastery of line. Although green is the dominant colour, its many nuances suggest a large field filtering through the foliage, providing the composition with additional depth. As echoed in the sister painting, the interplay of light and shadow evokes the enjoyment of a summer day amidst the trees' freshness.



PROPERTY FROM A PRIVATE UK COLLECTION

132

LOUIS VALTAT (1869-1952)

Vase de muguet

stamped with the artist's initials 'L.V.' (lower right)

oil on canvas

33.1 x 41.3cm (13 1/16 x 16 1/4in).

Painted circa 1924

Provenance

Anon. sale, Galerie Motte, Geneva, 2 March 1973, lot 102.

Private collection, Los Angeles (possibly acquired at the above sale).

Stewart Antiques, Los Angeles (acquired from the above).

Waterhouse & Dodd, London (acquired from the above on 22

February 2011).

Private collection, UK (acquired from the above on 21 June 2011).

£20,000 - 30,000

€24,000 - 36,000

US\$27,000 - 40,000

This work is registered in the Association Les Amis de Louis Valtat Archive.

PRIVATE COLLECTION, SWITZERLAND

133 * AR

CARLOS NADAL (1917-1998)

Normandie

signed 'Nadal' (lower right); signed and inscribed 'Normandie Nadal'
and stamped with the artist's atelier stamp (on the reverse) and further
stamped with the artist's atelier stamp (on the stretcher)
oil on paper laid down on canvas
54.4 x 65.1cm (21 7/16 x 25 5/8in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

The authenticity of this work has been confirmed by the Comité Nadal.

Provenance

The artist's studio.

Private collection, Europe (acquired from the above); their sale,
Christie's, London, 25 June 2008, lot 531.

Private collection (probably acquired at the above sale).

Private collection, Switzerland (by descent from the above).

Exhibited

London & Harrogate, Duncalfe Galleries, *The Magic of Nadal*, 1988.



PROPERTY FROM A PRIVATE UK COLLECTION

134 ^{AR}

REUVEN RUBIN (1893-1974)

Black irises

signed 'Rubin' and further signed in Hebrew (lower left)

oil on canvas

92.4 x 65.4cm (36 3/8 x 25 3/4in).

Painted in 1965

£40,000 - 50,000

€48,000 - 60,000

US\$53,000 - 67,000

The authenticity of this work has been confirmed by Carmela Rubin.
This work will be included in the forthcoming Reuven Rubin catalogue raisonné, currently being prepared.

Provenance

Private collection, Tel Aviv, New York and London.

Private collection, New York and London (by descent from the above).





PROPERTY FROM A PRIVATE COLLECTION, UK

135 AR

ANDRÉ MASSON (1896-1987)

L'amour à la campagne

signed 'André Masson' (lower right); inscribed and dated 'L'amour à la campagne 1959' (on the reverse) and further inscribed 'Salon de Mai 1956' (on the stretcher)

oil and sand on canvas

88.9 x 115.9cm (35 x 45 5/8in).

Painted in 1959

£20,000 - 30,000

€24,000 - 36,000

US\$27,000 - 40,000

The authenticity of this work has been confirmed by the Comité André Masson.

Provenance

Galerie Louise Leiris, Paris, no. 8866.

Modarco S.A. Collection, Geneva, no. T 328.

Helmut Klewan Collection, Austria.

Private collection, Stockholm (acquired by 1990).

Anon. sale, Christie's, London, 22 June 2005, lot 275.

Private collection, UK (acquired at the above sale).

Exhibited

Paris, Musée d'art moderne de la ville de Paris, *XVIe Salon de mai*, 8 - 29 May 1960, no. 122.

Munich, Kunstverein, *Die verletzte Diva - Hysterie, Körper, Technik in der Kunst des 20. Jahrhunderts*, March - May 2000 (later travelled to Innsbruck and Baden-Baden).

Literature

A. Matthes & H. Klewan, *André Masson, Gesammelte Schriften I*, Munich, 1990 (illustrated p. 208).



PROPERTY FROM A PRIVATE UK COLLECTION

136 AR

SALVADOR DALÍ (1904-1989)

Whoever Takes Carmen Away Must Pay with His Life

signed 'Dalí' (lower right)

gouache and watercolour on paper

50.4 x 40.4cm (19 13/16 x 15 7/8in).

Executed in 1968

£30,000 - 50,000

€36,000 - 60,000

US\$40,000 - 67,000

The authenticity of this work has been confirmed by Nicolas Descharnes.

Provenance

Anon. sale, Paul Martin, Versailles, 5 March 1972, lot 13.

Anon. sale, Sotheby's, London, 2 July 1980, lot 377.

Private collection, UK (acquired at the above sale).

Private collection, UK (by descent from the above).

Whoever Takes Carmen Away Must Pay with His Life, illustrates the perilous consequences of possessive and obsessive love. Inspired by Georges Bizet's 1875 opera *Carmen*, a work for which Dalí held deep admiration, this work on paper powerfully reflects the tensions of the opera's narrative.

The piece depicts Act III, set in the rugged wilderness near Seville. The nine trees and rocky arch evoke this remote landscape where Carmen, Don José, and their smuggling entourage conduct their illicit trade. The scene captures the emotional climax of this Act, as José confronts the toreador, Escamillo, in a heated duel after his declaration of love for Carmen. The two men are depicted in the foreground, grasping their daggers with their duel about to commence. However, Carmen herself intervenes, emerging as the third figure to their right - her arms raised, pleading for peace. Dynamism is further injected through a picador, a mounted bullfighter, who appears above, galloping away into the forest.

At the heart of the composition is an oversized, bloodied dagger, whose luminous form cuts through the more muted, stormy skies and slate grey landscape. The stark contrast imbues the dagger with symbolic weight, foreshadowing the tragic events of the opera's Final Act, in which José, consumed by jealousy and despair, kills Carmen after she rejects him. *Whoever Takes Carmen Away Must Pay with His Life*, underscores the fatal consequences of José's possessiveness, bringing an allegorical finality to this work's central theme of love turned deadly.

PROPERTY FROM A PRIVATE COLLECTION, LONDON

137 ^{AR}

PABLO PICASSO (1881-1973)

La Guerre et la Paix (Colombe et hibou)

signed and dated 'Picasso le 2.10.59.' (lower left)

coloured crayon on paper

35.4 x 26cm (13 15/16 x 10 1/4in).

Executed on 2 October 1959

£18,000 - 25,000

€21,000 - 30,000

US\$24,000 - 33,000

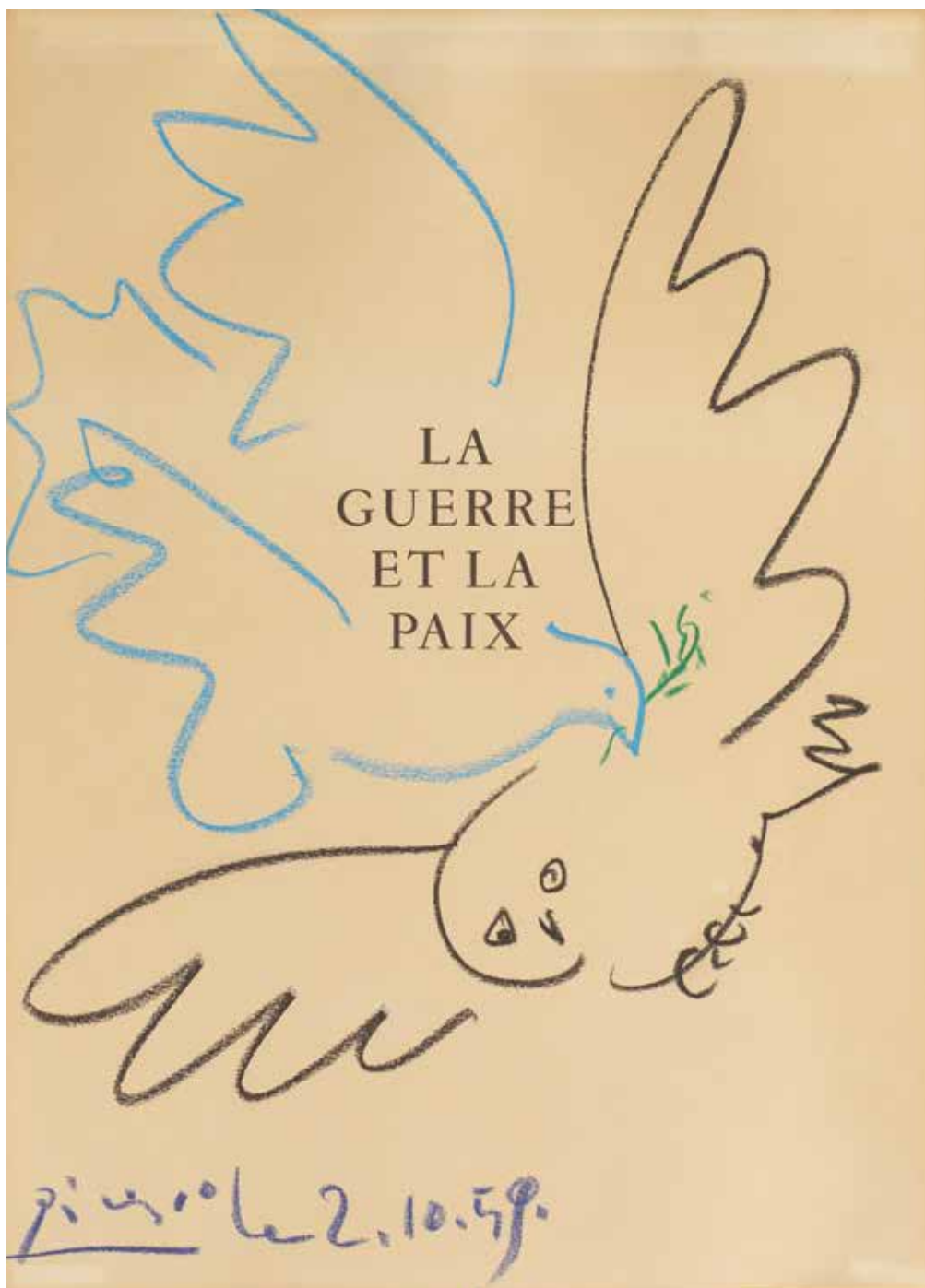
The authenticity of this work has been confirmed by the Comité Picasso.

Provenance

Anon. sale, Sotheby's, London, 26 June 1985, lot 434.

Private collection, UK.

Private collection, UK (by descent from the above).



PROPERTY FROM A PRIVATE COLLECTION, UK

138^{AR}

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Le Chat

signed 'Foujita' and further signed in Japanese (upper right)

watercolour, pen and India ink, wash and pencil on paper

39.9 x 50.2cm (15 11/16 x 19 3/4in).

Executed in 1929

£25,000 - 35,000

€30,000 - 42,000

US\$33,000 - 47,000

Provenance

Anon. sale, Christie's, New York, 6 November 1991, lot 148.

Private collection (acquired at the above sale); their sale, Christie's,

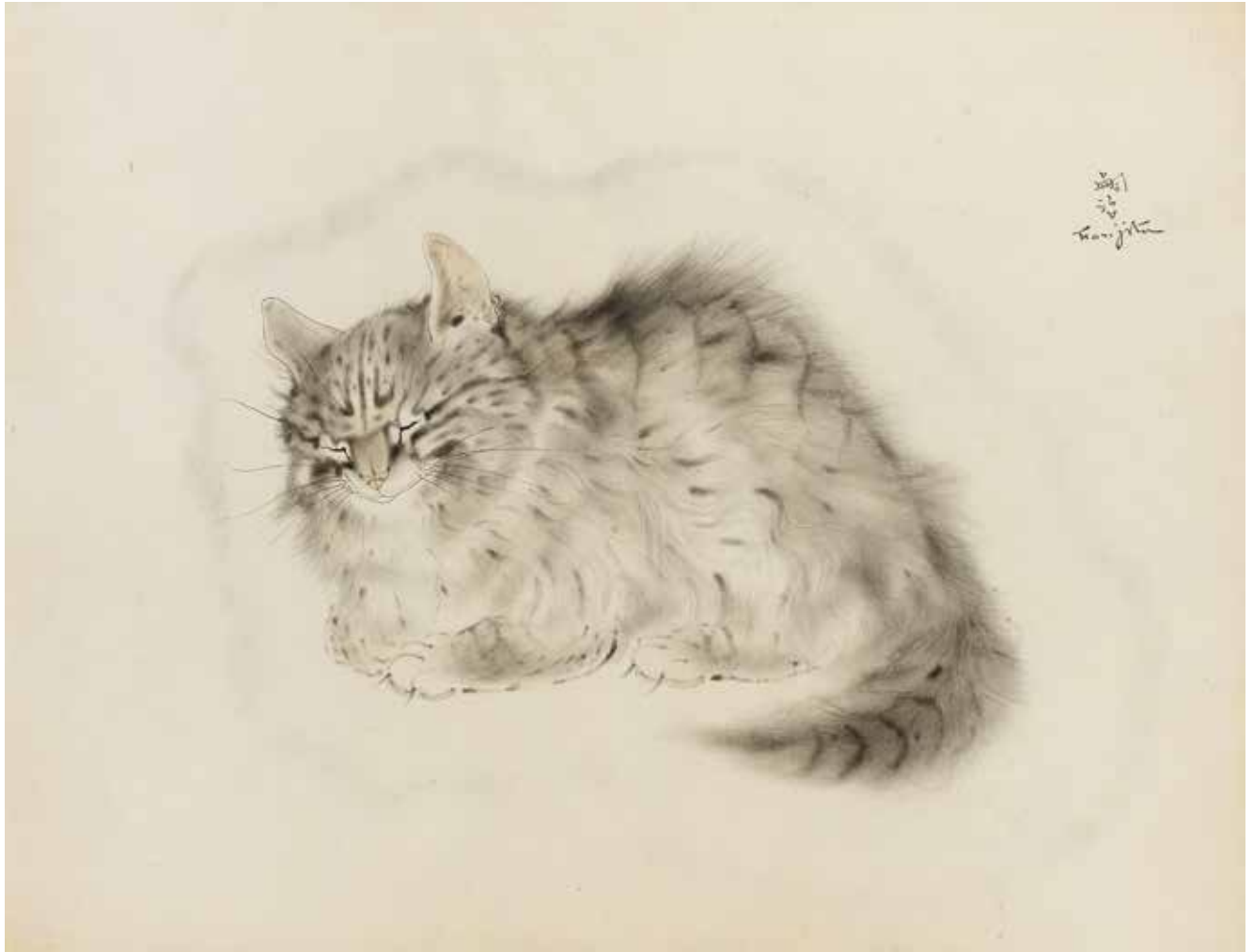
London, 5 February 2008, lot 624.

Private collection, London (acquired at the above sale).

Literature

S. Buisson, *Léonard Tsuguharu Foujita*, Vol. II, Paris, 2001, no. 29.118

(illustrated p. 284).



139 *

GUSTAV KLIMT (1862-1918)

Liegender Akt nach rechts

red pencil on paper

36.8 x 55.9cm (14 1/2 x 22in).

Executed in 1914-1915

£30,000 - 50,000

€36,000 - 60,000

US\$40,000 - 67,000

Provenance

William A. Schab Collection, New York.

Private collection, US.

Serge Sabarsky Gallery, New York.

Galerie St. Etienne, New York.

Private collection, Mexico (acquired from the above in 2012).

Private collection (by decent from the above).

Literature

A. Strobl, *Gustav Klimt, Die Zeichnungen*, Vol. III, 1912-1918,
Salzburg, 1984, no. 2425 (illustrated p. 75).



**PROPERTY FROM AN IMPORTANT CALIFORNIAN
COLLECTION**

140 *

GUSTAV KLIMT (1862-1918)

Mädchenakt nach links, das linke Knie aufgestützt

stamped with the artist's Nachlass stamp (lower right)

pencil on paper

56.9 x 37.4cm (22 3/8 x 14 3/4in).

Executed in 1916-1917

£18,000 - 25,000

€21,000 - 30,000

US\$24,000 - 33,000

Provenance

The artist's estate.

Galleria del Levante, Milan, no. 0113 (acquired by 1963).

Private collection, Switzerland; their sale, Christie's, London, 10

February 2005, lot 595.

Acquired at the above sale by the previous owner; their sale, Christie's,

London, 24 June 2009, lot 136.

Private collection, US (acquired at the above sale).

Private collection, US (by descent from the above).

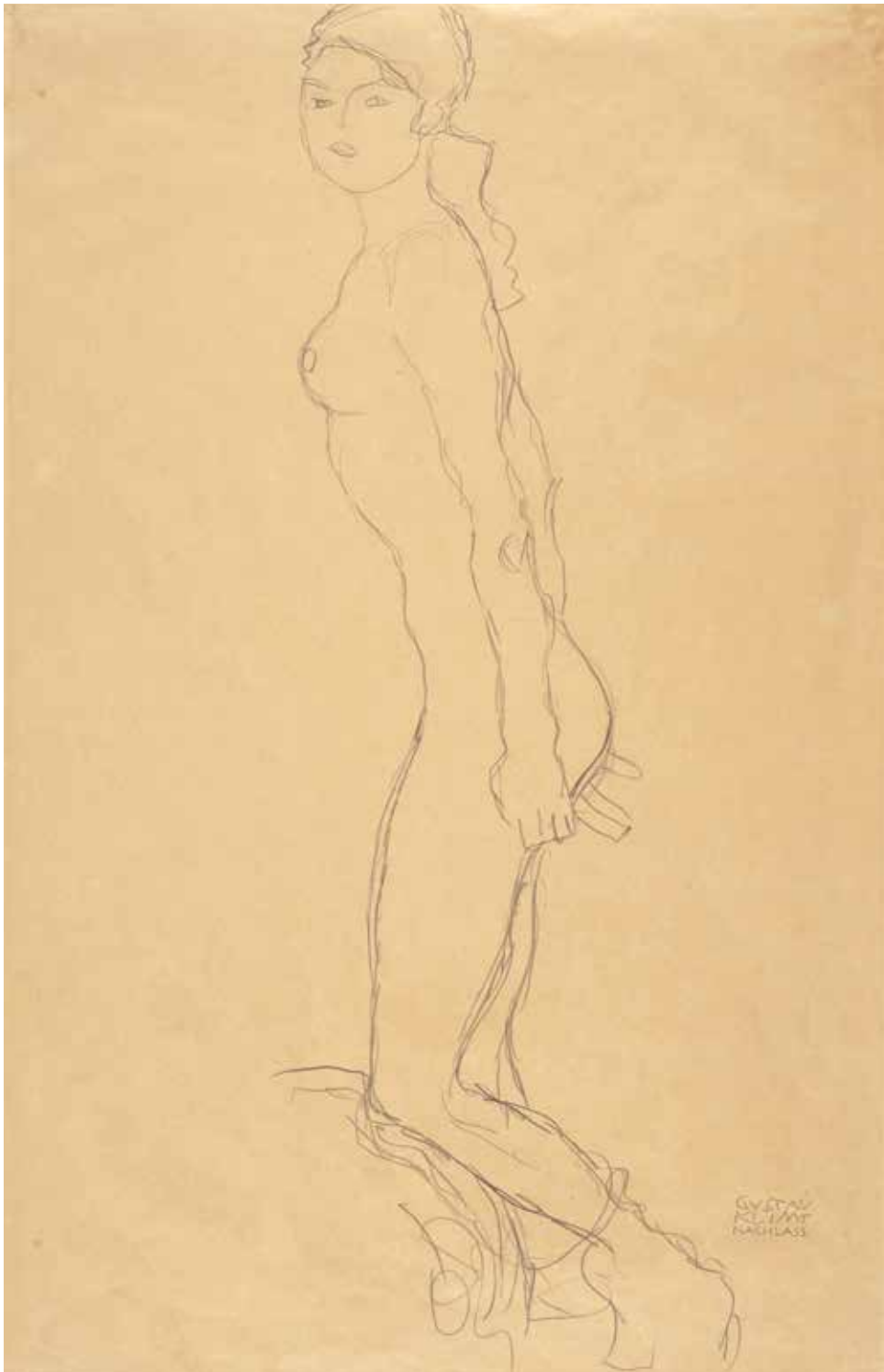
Exhibited

Milan, Galleria del Levante, *Disegni di Klimt, Kubin, Kokoschka*, 1963,
no. 36.

Literature

A. Strobl, *Gustav Klimt, Die Zeichnungen*, Vol. III, 1912-1918,

Salzburg, 1984, no. 2800 (illustrated p. 169).



141 *

AUGUSTE RODIN (1840-1917)

Étude de Damnée (Étude no. 1431)

signed 'A. Rodin' (on the sole of the left foot), inscribed with the foundry mark 'G. Rudier. Fondateur. Paris.' (on the right calf) and numbered 'No. 8' (on the sole of the right foot)

bronze with brown-green patina

16.5 x 23.3cm (6 1/2 x 9 3/16in).

Conceived circa 1885, this bronze version cast by the Georges Rudier foundry in April 1961 in an edition of 12, plus one cast for the Musée Rodin collection.

£20,000 - 30,000

€24,000 - 36,000

US\$27,000 - 40,000

This work will be included in the forthcoming *Auguste Rodin Catalogue critique de l'oeuvre sculpté*, currently being prepared by the Comité Auguste Rodin at Galerie Brame & Lorenceau under the direction of Jérôme Le Blay.

Provenance

Musée Rodin, Paris.

Galerie Gerald Cramer, Geneva (acquired from the above in July 1961).

Private collection, US.

Private collection, Delaware (by descent from the above in July 1975);

their sale, Doyle, New York, 8 May 2024, lot 528.

Private collection, New York (acquired at the above sale).

Literature

Exh. cat., *Auguste Rodin*, Galerie Claude Bernard, Paris, 1963, no. 16 (another cast illustrated).

J.L. Tancock, *The Sculpture of Auguste Rodin, The Collection of the Rodin Museum Philadelphia*, Philadelphia, 1976, no. 67-69-15 (another cast illustrated p. 391).

C. Judrin, M. Laurent & D. Viéville, *Auguste Rodin, Le monument des Bourgeois de Calais (1884-1895) dans les collections du musée Rodin et du musée des Beaux-Arts de Calais*, exh. cat., Musée Rodin & Musée des Beaux-Arts de Calais, Paris & Calais, 1977, no. 94 (plaster version illustrated p. 228).

Exh. cat., *Rodin et la Porte de l'Enfer*, Musée National d'Art Occidental, Tokyo, 1989, no. 72 (another cast illustrated p. 118).

M. Fath & J.A. Schmoll-Eisenwerth (eds.), *Auguste Rodin, Das Höllentor, Zeichnungen und Plastik*, exh. cat., Städtische Kunsthalle Mannheim, Munich, 1991, no. 106 (another cast illustrated p. 130).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of works in the Musée Rodin*, Vol. I, Paris, 2007, no. S.650 (another cast illustrated p. 286).





PROPERTY OF A PRIVATE COLLECTOR, LONDON

142

ARISTIDE MAILLOL (1861-1944)

Femme nue assise

signed with the artist's monogram (lower right)

blue pencil on paper

25.5 x 17.3cm (10 1/16 x 6 13/16in).

£2,000 - 3,000

€2,400 - 3,600

US\$2,700 - 4,000

The authenticity of this work has been confirmed by Olivier Lorquin.

Provenance

Dr Brill Collection, Vienna.

Fritz Gross Collection, London, no. 199 (acquired from the above through Jarray, Paris in 1955).

Private collection, London (by descent from the above); their sale, Bonhams, London, 28 February 2019, lot 39.

Private collection, London (acquired at the above sale).

Exhibited

Newcastle, Hatton Gallery, *Impressionist and Modern: The art and collection of Fritz Gross*, 11 May – 9 June 1990, no. 26 (later travelled to Oxford).



PROPERTY FROM A SCOTTISH COLLECTION

143 AR

ANDRÉ LHOTE (1885-1962)

Nu assis bleu et jaune

signed 'A. Lhote' (upper left)

gouache and watercolour on paper

16.1 x 12.6cm (6 5/16 x 4 15/16in).

Executed circa 1950

£1,500 - 2,000

€1,800 - 2,400

US\$2,000 - 2,700

The authenticity of this work has been confirmed by Dominique Bermann Martin. This work will be included in the forthcoming André Lhote catalogue raisonné, currently being prepared.

Provenance

Muriel & Bassett Wilson Collection, Paris and London.

Private collection, London (a gift from the above); their sale, Bonhams, London, 18 September 2001, lot 199.

Tom Bell Fine Art, Scotland (acquired at the above sale).

Private collection, Edinburgh.



144 *

GUSTAVE CARIOT (1872-1950)

Travaux dans les champs dans le Nivernais
signed and dated 'G. Cariot 1917' (lower right)

oil on canvas

22 x 27cm (8 11/16 x 10 5/8in).

Painted in Nivernais in 1917

£2,500 - 3,500

€3,000 - 4,200

US\$3,300 - 4,700

The authenticity of this work has been confirmed by Tess and Norbert Saffar. This work will be included in the forthcoming Gustave Cariot catalogue raisonné, currently being prepared.

Provenance

Private collection, France (probably acquired directly from the artist).

Private collection, France (by descent from the above); their sale, Néo Enchères, Paris, 28 September 2023, lot 11.

Acquired at the above sale by the present owner.



PROPERTY FROM A PRIVATE COLLECTION, JAPAN

145 ★ AR

HUGUES CLAUDE PISSARRO (B. 1935)

Les soeurs Marrec sur le chemin de Gauville

signed 'H. Claude Pissarro.' (lower left); signed and inscribed "Les soeurs Marrec sur le chemin de Gauville" H. Claude Pissarro "le petit-fils" (on the reverse)

oil on canvas

50.1 x 61cm (19 3/4 x 24in).

Painted in the early 1990s

£3,000 - 5,000

€3,600 - 6,000

US\$4,000 - 6,700

The authenticity of this work has been confirmed by Lélia Pissarro.

Provenance

Anon. sale, Mainichi Auction, Tokyo, 11 November 2022, lot 673.
Private collection, Japan (acquired at the above sale).



PROPERTY FROM A PRIVATE COLLECTION, SWITZERLAND

146 * AR

YVONNE CANU (1921-2008)

Saint-Tropez, le port

signed 'Canu' (lower right); signed and inscribed '456 S'Tropez – Le port Y Canu' (on the reverse) and further inscribed '456' (on the stretcher)

oil on canvas

60 x 73cm (23 5/8 x 28 3/4in).

£5,000 - 7,000

€6,000 - 8,300

US\$6,700 - 9,300

Provenance

Anon. sale, Biarritz Enchères, Biarritz, 16 December 2012, lot 90.

Private collection, Switzerland (acquired at the above sale).

Exhibited

Melano, Artrust, *Yvonne Canu, L'ultima dei puntinisti*, 21 March – 21 May 2016.



PROPERTY FROM A PRIVATE COLLECTION, SWITZERLAND

147 * AR

YVONNE CANU (1921-2008)

Saint-Tropez, La Ponche

signed 'Canu' (lower right); inscribed '799 St Tropez. La Ponche.' (on the reverse) and further inscribed '799' (on the stretcher)
oil on canvas
60 x 80.8cm (23 5/8 x 31 13/16in).

£5,000 - 7,000

€6,000 - 8,300

US\$6,700 - 9,300

Provenance

Anon. sale, Azur Enchères, Cannes, 26 October 2013, lot 135B.
Private collection, Switzerland (acquired at the above sale).

Exhibited

Melano, Artrust, *Yvonne Canu, L'ultima dei puntinisti*, 21 March – 21 May 2016.

PROPERTY FROM A PRIVATE COLLECTION, JAPAN

148 ★ AR

HUGUES CLAUDE PISSARRO (B. 1935)

Les voiles blanches

signed 'H. Claude Pissarro' (lower right); signed and inscribed 'H. Claude Pissarro "le petit-fils" Les voiles blanches' (on the reverse)
oil on canvas

97.3 x 130cm (38 5/16 x 51 3/16in).

Painted in the early 1990s

£5,000 - 7,000

€6,000 - 8,300

US\$6,700 - 9,300

The authenticity of this work has been confirmed by Lélia Pissarro.

Provenance

Anon. sale, Mainichi Auction, Tokyo, 12 October 2019, lot 1044.

Private collection, Japan (acquired at the above sale).



**PROPERTY FROM A DISTINGUISHED PRIVATE EUROPEAN
COLLECTION**

149 * AR

FORTUNATO DEPERO (1892-1960)

Figure

signed 'Fortunato Depero' (lower right)

oil and pen and India ink on board

106.6 x 41.4cm (41 15/16 x 16 5/16in).

Painted circa 1950

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 27,000

The authenticity of this work has been confirmed by the Archivio Unico per il Catalogo Delle Opere Futuriste di Fortunato Depero, Rovereto.

This work will be included in the forthcoming Fortunato Depero catalogue raisonné, currently being prepared by Maurizio Scudiero.

Provenance

Private collection, Europe.

Private collection, Europe (a gift from the above).

Around 1950, Depero produced a group of works based on his own paintings made between 1915 and 1917. This painting is part of that group. At the time, Depero had to work from photographs because all his paintings from this period had been sold. For this reason, the reverse of the work bears an inscription from Depero's widow, dating the work as painted in 1917.



PROPERTY FROM THE DESCENDENTS OF SIR PHILIP HENDY

150 AR

GINO SEVERINI (1883-1966)

Nature morte au fiasco (La bouteille de chianti)

signed 'G. Severini' (lower right)

oil on canvas

46.1 x 65.6cm (18 1/8 x 25 13/16in).

Painted in Rocca di Papa in 1928

£25,000 - 35,000

€30,000 - 42,000

US\$33,000 - 47,000

Provenance

René Allendy Collection, France (probably a gift from the artist).

Galerie de l'Effort Moderne (Léonce Rosenberg), Paris, no. 8995.

Galerien Thannhauser, Berlin and Lucerne, no. 20321 (possibly acquired from the above).

Sir Philip Hendy Collection, UK (probably acquired by the 1940s).

Private collection, UK (by descent from the above).

Private collection, UK (a gift from the above in 1970).

Exhibited

Paris, Galerie Jacques Bonjean, *Severini*, 1931, no. 10.

Literature

D. Fonti, *Gino Severini, Catalogo ragionato*, Milan, 1988, no. 438 (illustrated p. 375).

Gino Severini's *Nature morte au fiasco (La bouteille de chianti)*, painted in Rocca di Papa in 1928, is a striking example of the artist's return to the still-life genre during a period of reflection on classical themes. Rocca di Papa, a small town in the Alban Hills near Rome, was treasured by Severini as a place of retreat and creative exploration. There, the artist reconnected with Christian symbolism and Renaissance art, transitioning from the earlier dynamism of Futurism to a calmer, more structured aesthetic that incorporated elements of Cubism as well as metaphysical painting.

The first owner of the present work was René Allendy (1889-1942), who likely received it from the artist as a gift. Allendy was a French homeopathic doctor and psychoanalyst who was a friend of Severini's, having treated the artist's son Jacques during an illness. Allendy was part of a larger intellectual circle that valued artistic explorations of metaphysical and classical ideas, themes that Severini himself engaged with over the course of his career. Indeed, Severini's still-lives from this period reflect a nuanced balance between Cubist fragmentation and the spatial clarity of Renaissance masters such as Piero della Francesca (c. 1415-1492) and Giotto (c. 1267-1337), reflecting a deep engagement with the balance, harmony, and spirituality that defined the Italian artistic tradition. These ideas were articulated by the artist in his 1921 treatise, *Du cubisme au classicisme*.

Subsequently, the present work was owned by Sir Philip Hendy (1900-1980), a renowned British art historian who was the Director of the National Gallery in London from 1946 to 1967. Hendy was celebrated for expanding the museum's collection and for his broad and eclectic acquisitions policy, which contributed to the institution's international reputation. The work has remained within Hendy's family to the present day, accounting for some 80 years of private ownership.

Aesthetically, *Nature morte au fiasco (La bouteille de chianti)* is a harmonious interplay of geometric precision and textural richness. The bottle of chianti and fruit retain an almost sculptural quality, rendered with careful attention to form, while the striking blue background incorporates flattened planes and bold colours that recall the artist's Cubist innovations. The work thereby exemplifies how the frenetic energy of Severini's Futurist works gave way to the more contemplative and intimate approach that characterised much of his mature style. As such, it is emblematic of a significant phase of the artist's evolution, remaining an assured example of his ability to fuse artistic styles within striking renditions of timeless subjects.





151 AR

LÉON DE SMET (1881-1966)

Bouquet

signed and dated 'Léon de Smet 1927' (lower right)

oil on canvas

100.5 x 80.3cm (39 9/16 x 31 5/8in).

Painted in Deurle in 1927

£5,000 - 7,000

€6,000 - 8,300

US\$6,700 - 9,300

The authenticity of this work has been confirmed by Piet Boyens.

Provenance

Ernest Brown & Phillips, The Leicester Galleries, London (acquired directly from the artist by 1928).

Anon. sale, Christie, Manson & Woods, London, 17 March 1930, lot 118.

Private collection, UK.

Private collection, UK (by descent from the above).

Exhibited

(Probably) London, Ernest Brown & Phillips, The Leicester Galleries, *Paintings by Léon de Smet*, February 1928, no. 75.



152 ★ AR

CHARLES CAMOIN (1879-1965)

Roses dans un vase de verre

signed 'Ch Camoin' (lower right)

oil on canvas laid down on board

35.3 x 27.1cm (13 7/8 x 10 11/16in).

Painted in 1941

£5,000 - 7,000

€6,000 - 8,300

US\$6,700 - 9,300

The authenticity of this work has been confirmed by Anne-Marie Grammont-Camoin. This work will be included in the forthcoming Charles Camoin catalogue raisonné, currently being prepared by the Archives Camoin.

Provenance

M.S. Collection, France (acquired through de Loup, circa 1941).

Private collection, Lyon (acquired by 1972).

Anon. sale, Prado-Falque Enchères, Marseille, 25 February 2024, lot 367.

Acquired at the above sale by the present owner.

Literature

The artist's ledger, 1941.

D. Giraudy, *Camoin, sa vie, son oeuvre*, Marseille, 1972, no. 1469.



PROPERTY OF AN ITALIAN CONDUCTOR

153 *

LOUIS VALTAT (1869-1952)

Fleurs et fruits (groseilles)

stamped with the artist's initials 'L.V' (lower right)

oil and watercolour on paper laid down on canvas

37.1 x 40.7cm (14 5/8 x 16in).

Painted circa 1922

£8,000 - 12,000

€9,500 - 14,000

US\$11,000 - 16,000

This work is registered in the Association Les Amis de Louis Valtat Archive.

Provenance

Anon. sale, Cornette de Saint-Cyr, Paris, 13 June 1990, lot 114.

Anon. sale, Faure-Rey, Rambouillet, 21 July 1991, lot 10.

Acquired at the above sale by a previous owner; their sale, Christie's, South Kensington, 8 February 2013, lot 124.

Artrust, Melano.

Private collection, Switzerland (acquired from the above in 2022).



PROPERTY OF AN ITALIAN CONDUCTOR

154 * AR

MARIE LAURENCIN (1883-1956)

Trois femmes

signed 'Marie Laurencin' (upper right)

watercolour, pen and ink and pencil on paper

18.8 x 24cm (7 3/8 x 9 7/16in).

£5,000 - 7,000

€6,000 - 8,300

US\$6,700 - 9,300

This work is recorded in the Marie Laurencin Archives.

Provenance

Robert Jameson Kaller Collection, California; his estate sale, Michaan's Auctions, Alameda, 12 October 2019, lot 192.

Erin Lane Estate, San Francisco.

Private collection, Switzerland (acquired from the above in June 2020).



155 * AR

JEAN DUFY (1888-1964)

Place de la Concorde

signed 'Jean Dufy' (lower right)

gouache and watercolour on paper

48.6 x 63.2cm (19 1/8 x 24 7/8in).

Executed circa 1955

£20,000 - 30,000

€24,000 - 36,000

US\$27,000 - 40,000

The authenticity of this work has been confirmed by Jacques Bailly. This work will be included in the forthcoming volume of the Jean Dufy catalogue raisonné, currently being prepared.

Provenance

Private collection, France.

Thence by descent to the previous owner; their sale, Jean-Marc Delvaux, Paris, 29 June 2022, lot 65.

Acquired at the above sale by the present owner.



PROPERTY FROM A PRIVATE COLLECTION, SYDNEY

156 *

RAOUL DUFY (1877-1953)

La Tamise

signed, inscribed and dated 'à Madame Mac Donald souvenir de Raoul Dufy

Dufy avril 1932' (lower left)

watercolour on paper

49.9 x 61.7cm (19 5/8 x 24 5/16in).

Executed in London in April 1932

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

Elizabeth M. MacDonald Collection, London (a gift from the artist in April 1932); her estate sale, Sotheby & Co., London, 6 May 1959, lot 151.

Patch Collection (acquired at the above sale).

Clune Gallery, Sydney (acquired by 1962).

Private collection, Sydney.

Annandale Galleries, Sydney, no. RD1.

Private collection, Sydney (acquired from the above in July 1999).

Exhibited

Sydney, Clune Galleries, 1962.

Literature

F. Guillon-Laffaille, *Raoul Dufy, Catalogue raisonné des aquarelles, gouaches et pastels*, Vol. I, Paris, 1982, no. 746 (illustrated p. 273).



PROPERTY FROM A PRIVATE SWISS COLLECTION

157 ★ AR

FRIEDRICH KARL GOTSCH (1900-1984)

Frühling St. Peter

signed with the artist's initials 'FKG' (lower left); signed with the artist's initials, inscribed and dated 'FKG 1947 Frühling St. Peter' (on the reverse)

oil on burlap

59.5 x 79.5cm (23 7/16 x 31 5/16in).

Painted in 1947

£4,000 - 6,000

€4,800 - 7,200

US\$5,300 - 8,000

Provenance

Musée du Petit Palais, Geneva, no. 254 (acquired directly from the artist in 1964).

Private collection, Switzerland (by descent from the above).

Literature

P. Goeritz, M. Leuba & C. Rathke, *Friedrich Karl Gotsch, 1900-1984, Werkverzeichnis der Gemälde*, Neumünster, 1993, no. 295 (illustrated p. 98).



PROPERTY FROM A PRIVATE SWISS COLLECTION

158 ★ AR

FRIEDRICH KARL GOTSCH (1900-1984)

Auf der Mole

signed with the artist's initials 'FKG' (lower right); signed, inscribed and dated 'F K Gotsch Auf der Mole 1926' (on the reverse)

oil on burlap

60.9 x 80.5cm (24 x 31 11/16in).

Painted in 1926 (and later in 1950)

£3,000 - 5,000

€3,600 - 6,000

US\$4,000 - 6,700

Provenance

The artist's studio (until at least 1963).

Musée du Petit Palais, Geneva, no. 65 (probably acquired from the above in 1964).

Private collection, Switzerland (by descent from the above).

Exhibited

Munich, Haus der Künst, *Deutscher Künstlerbund*, 'Das Frühe Bild – Malerei und Plastik', 18 October – 11 December 1960.

Schleswig, Schleswig-Holstein Landesmuseum, *Friedrich Karl Gotsch, Gemälde aus der Sammlung des Petit Palais Genf*, 2 December 1984 – 24 February 1985, no. 60.

Davos, Galerie Iris Wazzau, *Friedrich Karl Gotsch, 1900-1984*, 14 February – 18 April 1998, no. 1.

Literature

H.T. Flemming, *F.K. Gotsch, Eine Monographie*, Hamburg, 1963, no. 65.

J.C. Jensen & J.P. Hodin, *Friedrich Karl Gotsch, Ölbilder*, Hamburg, 1987, no. 11 (illustrated).

P. Goeritz, M. Leuba & C. Rathke, *Friedrich Karl Gotsch, 1900-1984, Werkverzeichnis der Gemälde*, Neumünster, 1993, no. 340 (illustrated p. 105).



PROPERTY FROM A PRIVATE SWISS COLLECTION

159 * AR

FRIEDRICH KARL GOTSCH (1900-1984)

Das Haus des Nachbarn

signed with the artist's initials, inscribed and dated 'FKG Tempera 1946-1947' (lower right), further signed and dated 'Fr.K Gotsch 1946/47' (lower left) and inscribed '-Das Haus des Nachbarn-' (lower centre)

tempera, gouache and watercolour on paper

47.8 x 71.4cm (18 13/16 x 28 1/8in).

Executed in 1946-1947

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Provenance

Musée du Petit Palais, Geneva, no. 10210 (acquired directly from the artist in 1964).

Private collection, Switzerland (by descent from the above).



PROPERTY FROM A PRIVATE COLLECTION, SOUTH KOREA

160 *

GEORGE GROSZ (1893-1959)

Reclining female nude

stamped with the artist's signature 'Grosz' (lower right); stamped with the artist's Nachlass stamp and inscribed '1 67 8' (on the reverse)

watercolour and pen and ink on paper

39.8 x 58.9cm (15 11/16 x 23 3/16in).

Executed in 1939

£2,500 - 3,500

€3,000 - 4,200

US\$3,300 - 4,700

The authenticity of this work has been confirmed by Ralph Jentsch. This work will be included in the forthcoming George Grosz catalogue raisonné of works on paper, currently being prepared.

Provenance

The artist's estate, no. 1 67 8 (1959).

Anon. sale, Christie's, London, 4 April 1989, lot 362.

Private collection (acquired at the above sale).

Private collection, UK (acquired from the above, circa 1994); their sale, Sotheby's, London, 7 October 2021, lot 42.

Private collection, South Korea (acquired at the above sale).

Credits & Acknowledgements

Front cover

Léonard Tsuguharu Foujita (1886-1968)

Nu assis, 1929

Artwork: © Fondation Foujita / ADAGP, Paris
and DACS, London 2024

Lot 112

Léonard Tsuguharu Foujita (1886-1968)

Reclining Nude, Youki, 1927

Private collection.

Photo: © Christie's Images / Bridgeman

Images

Artwork: © Fondation Foujita / ADAGP, Paris
and DACS, London 2024

Michel Sima (1912-1987)

Foujita in 1951

Photo: © Michel Sima. All rights reserved
2024

Artwork: © Fondation Foujita / ADAGP, Paris
and DACS, London 2024

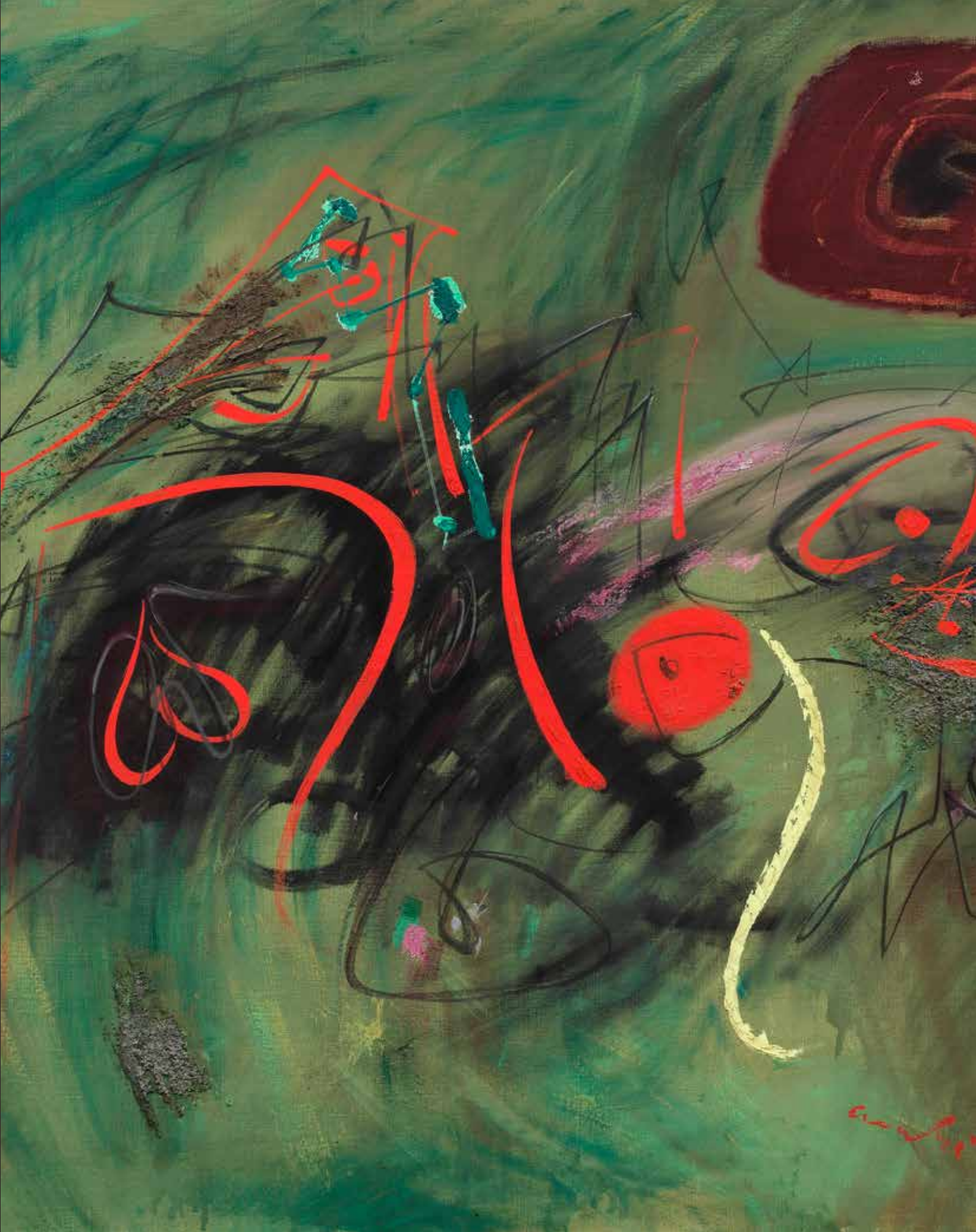
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FRANÇOISE GILOT (1921-2023)

View of Venice

oil on canvas

39 3/4 x 31 7/8 in (101 x 81 cm)

Painted in 1955

\$200,000 - 300,000

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GUSTAVE LOISEAU (1865-1935)

Bords de l'Oise

signed 'G Loiseau' (lower right)

oil on canvas

20 1/8 x 24 1/8 in (50.8 x 60.9 cm)

Painted in 1906

\$70,000 - 100,000

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in *italics*. IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer* of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams*’ job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller*’s behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with you as the *Buyer*. The terms of that contract are set out in our *Buyer’s Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*, and this will govern *Bonhams*’ relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details. Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams*’ opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*’ opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot*’s general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams*’ reasonable opinion as to the *Lot*’s general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you.

The Seller’s responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams’ responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller*’s agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams*’ behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*’ behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams*’ discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer*’s hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and/or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams*’ reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer*’s. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer*’s bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the Bonhams App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/HKD50,000/AUS\$10,000 depending on the jurisdiction and currency of the *Sale*, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your

address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.

We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details. Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a *Contract for Sale* of the Lot will be entered into between the Seller and the Buyer on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the Catalogue in case you are the successful Bidder including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. It is your responsibility to ensure you are aware of the up to date terms of the Buyer's Agreement for this Sale.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the Buyer's Agreement, a premium (the *Buyer's Premium*) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it.

For this Sale the following rates of Buyer's Premium will be payable by Buyers on each Lot purchased:

28% of the *Hammer Price* on the first £40,000; plus
27% of the *Hammer Price* from £40,001 and up to £800,000; plus
21% of the *Hammer Price* from £800,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

A 3rd party bidding platform fee of 4% of the Hammer Price for Buyers using the following bidding platforms will be added to the invoices of successful Buyers – Invaluable; Live Auctioneers; The Saleroom; Lot-tissimo.

Storage and handling charges may also be payable by the Buyer as detailed on the specific Sale Information page at the front of the catalogue.

The Buyer's Premium and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the Lot, where indicated by a symbol beside the Lot number. See paragraph 8 below for details.

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a *Hammer Price* of £1,000 or greater, the *Additional Premium* will be payable to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artist's Resale Right Regulations 2006, as amended. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed £12,500.

| <i>Hammer Price</i> | Percentage amount |
|------------------------------|-------------------|
| From £0 to £50,000 | 4% |
| From £50,000.01 to £200,000 | 3% |
| From £200,000.01 to £350,000 | 1% |
| From £350,000.01 to £500,000 | 0.5% |
| Exceeding £500,000 | 0.25% |

8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the Sale.

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α Buyers from within the UK: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). Buyers from outside the UK: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a Buyer, having registered under a non-UK address, decides that the item is not to be exported from the UK, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the Lot. If you are a successful Bidder, payment will be due to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the eighth working day after the Sale. Payments made by anyone other than the registered Buyer will not be accepted. Bonhams reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our Account. If you do so, please quote your paddle number and invoice number as the reference. Our Account details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Debit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams' reputation.

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol Y are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at:

<https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species/how-to-apply> or may be requested from: Enquiries: wildlife.licensing@apha.gov.uk

Applications: CITESapplication@apha.gov.uk

Address: UK CITES Management Authority

Centre for International Trade

Horizon House, Deanery Road, Bristol BS1 5AH

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

As stated above, all Lots are sold on an "as is" basis, subject to all faults, imperfections and errors of Description save as set out below. However, you will be entitled to reject a Book in the circumstances set out in paragraph 11 of the Buyer's Agreement. Please note that Lots comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the Buyer's Premium.

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the - of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

On behalf of the *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates*

assume that gemstones may have been subjected to such treatments.

A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine.

Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- | | |
|----|---|
| Y | This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale. |
| TP | Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location. |
| W | Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location. |

- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artist's Resale Right Regulations 2006, as amended. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- ⊕ This lot contains elephant ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. *Bonhams* is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

BUYERS SALE CONTRACT WITH SELLER

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the Seller's liability in respect of the quality of the Lot, it's fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy.

1 THE CONTRACT

- 1.1 These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S WARRANTIES AND UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary); the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

- 2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue* or on the *Bonhams* website, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.
- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* beyond 7 days from the day of the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay in full any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when: (i) *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not, until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
- 7.4 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove

the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source

of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the *Contract for Sale*.

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams Holdings Limited* and to its officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams, Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The Definitions and Glossary contained in Appendix 3 to the

Catalogue for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller* and following completion of our enquiries pursuant to paragraph 3.11;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT AND BUYER WARRANTIES

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 the *Purchase Price* for the *Lot*;

3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and

3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:

3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or

3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria); and further

3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or

enforced by the U.S., the United Nations Security Council, the European Union or His Majesty's Treasury or any other relevant Sanctions authority.

3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.

3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:

3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;

3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;

3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;

3.10.4 items purchased by you and your Principal through *Bonhams* are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or His Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and

3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.

3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us; in cleared funds, everything due to the *Seller* and to us, and once we have completed our investigations under paragraph 3.11, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the *Sale* Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 3, 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment

of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the *Contract for Sale*, the **risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.**

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without

prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the *Sale of Goods Act 1979* and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the *Misrepresentation Act 1967* or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act,

omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the *Occupiers Liability Act 1957*, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*; but not if: the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity

- will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artist's Resale Right Regulations 2006, as amended, which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 pounds.

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus VAT if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and VAT on the *Hammer Price* (where applicable), the *Buyer's Premium* and VAT on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any VAT chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and whatsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue*.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artist's Resale Right Regulations 2006, as amended.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)
Please circle your bidding method above.

| | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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Paddle number (for office use only)

Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

Data protection

Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

Notice to Bidders.

At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

If successful

I will collect the purchases myself ☐

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

| | | | |
|---|--|---|--|
| Sale title: 20/21 Century Art | | Sale date: 11 October 2024 | |
| Sale no. 29861/30502 | | Sale venue: New Bond Street, London | |
| If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids. | | | |
| General Bid Increments: | | | |
| £10 - 200by 10s | | £10,000 - 20,000by 1,000s | |
| £200 - 500by 20 / 50 / 80s | | £20,000 - 50,000by 2,000 / 5,000 / 8,000s | |
| £500 - 1,000by 50s | | £50,000 - 100,000by 5,000s | |
| £1,000 - 2,000by 100s | | £100,000 - 200,000by 10,000s | |
| £2,000 - 5,000by 200 / 500 / 800s | | above £200,000at the auctioneer's discretion | |
| £5,000 - 10,000by 500s | | | |
| The auctioneer has discretion to split any bid at any time. | | | |
| Customer Number | | Title | |
| First Name | | Last Name | |
| Company name (if applicable) | | | |
| Company Registration number (if applicable) | | | |
| Address | | | |
| | | City | |
| Post / Zip code | | County / State | |
| Telephone (mobile) | | Country | |
| Telephone (landline) | | | |
| E-mail (in capitals) | | | |
| Please answer all questions below | | | |
| 1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners | | | |
| 2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3. | | | |
| 3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement | | | |
| Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/> | | If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/> | |

Please note that all telephone calls may be recorded.

| Telephone or Absentee (T / A) | Lot no. | Brief description | MAX bid in GBP (excluding premium & VAT) | Covering bid ★ |
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| FOR WINE SALES ONLY | |
| Please leave lots "available under bond" in bond <input type="checkbox"/> | Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/> |

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|---|-------|
| BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS. | |
| Bidder/Agent's (please delete one) signature: | Date: |

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

Please email or post the completed Auction Registration form and requested information to:
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